



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 05/20/25

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

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

Kimley-Horn and Associates, Inc. (Headquarters: Raleigh, NC)

***Project Title/Description:**

Program Management Services: Sahuarita Wastewater Reclamation Facility Program Implementation

***Purpose:**

Award: Contract No. PO2500009744. This award is recommended to the highest ranking qualified consultant in the amount of \$4,994,459.85 for a contract term of 05/20/25 to 12/31/30 for Program Management Services for the Sahuarita Wastewater Reclamation Facility Program Implementation. Administering Department: Regional Wastewater Reclamation.

***Procurement Method:**

Request for Qualifications No. RFQu-2400003828 was conducted in accordance with A.R.S. § 34-603 and Pima County Board of Supervisors Policy D29.1. 4 responsive statements of qualifications were received and evaluated by a 7 member committee using qualifications and experienced-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of 3 respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest ranking qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award and Contract.

***Program Goals/Predicted Outcomes:**

Regional Wastewater Reclamation Department (RWRD) is in the process of designing and constructing a new Regional Wastewater Reclamation Facility to serve the Sahuarita, Green Valley and Arivaca Junction population, which includes new Interceptors to deliver the regional wastewater to be treated, and de-commissioning of the existing Green Valley Wastewater Reclamation Facility.

***Public Benefit:**

The multiple, complex RWRD projects serving the Sahuarita, Green Valley and Arivaca Junction population will make the most efficient use of County rate payer funds.

***Metrics Available to Measure Performance:**

A Consultant Performance Evaluation will be used to measure compliance with the project's scope, schedule, and budget. This assessment will determine if the work was satisfactorily delivered in a manner that meets the expectations defined in the program goals.

***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: PO Department Code: WW Contract Number (i.e., 15-123): PO2500009744
 Commencement Date: 05/20/25 Termination Date: 12/31/30 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 4,994,459.85 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Regional Wastewater Reclamation Capital 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: James Johnson Digitally signed by James Johnson Date: 2025.04.09 12:05:29 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis Date: 2025.04.25 14:19:38 -07'00'
 Department: Procurement Director: Bruce D Collins Digitally signed by Bruce D Collins Date: 2025.04.25 16:48:03 -07'00' Telephone: 520.724.7465

Department Director Signature:  Date: 4/29/25
 Deputy County Administrator Signature:  Date: 5/2/2025
 County Administrator Signature: _____ Date: 5/2/2025



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 7, 2025

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. **RFQu-2400003828, Program Management Services for Sahuarita Wastewater Reclamation Facility Program Implementation** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors, on or after, May 6, 2025.

Award is recommended to the most qualified Respondent.

AWARDEE NAME

Kimley-Horn and Associates, Inc.

OTHER RESPONDENT NAMES

Stantec Consulting Services, Inc.
WSP USA, Inc.

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.

Issued by: /s/ James Johnson

Telephone Number: (520) 724-7465

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov



Modification to Insurance or Indemnity Clause

Date: 3/6/2025

Requestor Name: James Johnson

Department: Procurement

☐

Change to Insurance

☒

Change to Indemnity

Supplier Name: Kimley-Horn and Associates, Inc.

Contract No: PO2500009744

Project Title/Description:

Program Management Services: Sahuarita Wastewater Reclamation Facility Program Implementation

Requested Change:

9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County 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 to the extent caused, by any negligent act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. This indemnity includes any claim or amount arising or recovered under the

☒

Approved

☐

Denied

Risk Management:

A handwritten signature in blue ink, appearing to read "M. June".

Comments:

PIMA COUNTY REGIONAL WASTEWATER RECLAMATION DEPARTMENT

PROJECT: Program Management Services:
Sahuarita Wastewater Reclamation Facility Program Implementation

CONSULTANT: Kimley-Horn and Associates, Inc.
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

CONTRACT NO.: PO2500009744

AMOUNT: \$4,994,459.85

FUNDING: Regional Wastewater Reclamation Capital Projects

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and Kimley-Horn and Associates, Inc., hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Program Management Services for the Sahuarita Wastewater Reclamation Facility Program Implementation ("Project").
- 1.3. Solicitation. County previously issued Solicitation No. RFQu-2400003828 for Program Management Services: Sahuarita Wastewater Reclamation Facility Program Implementation ("Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant's Response. Consultant's representations in response to Pima County Solicitation No. RFQu-2400003828, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on May 20, 2025, and terminates on December 31, 2030, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. Scope of Services.

Consultant agrees to provide Program Management Services for the County as described in Exhibit A – Scope of Services (6 pages) and Exhibit C – Supplemental Provisions (16 Pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

4. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.
- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Section 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (86 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.
- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the "not to exceed" cost amount associated with that task on the Consultant's invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the "not to exceed" cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.
- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$4,994,459.85.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. 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 Services 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.
- 5.7. Invoice Adjustments. For the period of record retention required under Section 25, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. 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. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in Exhibit B – Compensation Schedule. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.

- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments.

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee, and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside Party activities, i.e. design and other reviews, and/or permits or other clearances do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside parties and other factors beyond the control of the Parties.
- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:
- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County-caused delay; provided, however, that if the County-caused delay overlaps a period of delay attributable to any other cause, the extension for County-caused delay is limited to the number of non-overlapped days of County-caused delay.
- 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
- 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
- 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.

- 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
 - 6.2.6. The parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
 - 6.2.7. If any action, comment, cause, decision, or other event attributable to any third-party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.
- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
 - 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:
 - 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
 - 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
 - 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
 - 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.
8. **Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County 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.

- 8.1. 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. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

8.2. Insurance Coverages and Limits.

- 8.2.1. 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.

8.2.1.1. 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.

8.2.1.2. 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.

8.2.1.3. 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 County Sole Proprietor or Independent Consultant waiver form.

8.2.1.4. 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.

8.2.1.5. 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.

8.3. Additional Insurance Requirements:

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

8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

8.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.

8.3.3. 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 County will be excess and not contributory insurance.

8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that County 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 County project or contract number and project description.

8.5. Verification of Coverage:

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

8.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by County 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.

8.5.2. All certificates required by this Contract will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

8.6 Approval and Modifications:

The Pima County 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 County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County'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.

9. Indemnification.

9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County 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 to the extent caused, by any negligent act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants. 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. The Indemnatee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnatee, be indemnified by Consultant from and against any and all Claims. This indemnity will survive the expiration or termination of this Contract.

- 9.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.
- 9.3. 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 Section do not extend to the negligence of County, its agents, employees or indemnities.

10. Laws and Regulations.

- 10.1. 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.
- 10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 10.3. 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.

11. **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 Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County 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 County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.

12. Consultant's Performance.

- 12.1. 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 County relied upon in making this contract, Consultant will obtain County's approval.
- 12.2. 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 County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.

13. **Non-Waiver**. The failure of County 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 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.

14. **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 County to pay or any Subconsultant, except as may be required by law.

15. **Non-Assignment.** Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **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.
17. **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).
18. **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.

19. Termination of Contract for Default.

- 19.1. Upon a failure by Consultant to cure a default under this Contract within 10 days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

19.2. Default Events. The following constitutes an event of default:

- 19.2.1. 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;
- 19.2.2. 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;
- 19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;
- 19.2.4. 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;
- 19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the Contract;
- 19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
- 19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or

19.2.8. 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.

19.3. Termination. In the event of a termination for default:

19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;

19.3.2. County 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 County from Consultant is determined; and

19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

19.4. Non-Termination. County will not terminate Contract for default or charge Consultant with damages under this Section if:

19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 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:

19.4.1.1. Acts of God or of the public enemy,

19.4.1.2. Acts of County in either its sovereign or contractual capacity,

19.4.1.3. Acts of another Contractor in the performance of a contract with County,

19.4.1.4. Fires,

19.4.1.5. Floods,

19.4.1.6. Epidemics and pandemics,

19.4.1.7. Quarantine restrictions,

19.4.1.8. Strikes,

19.4.1.9. Freight embargoes,

19.4.1.10. Unusually severe weather, or

19.4.1.11. 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

19.4.2. Consultant, within 7 days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefore. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

- 19.5. Receipt of Notice. For the purposes of subsection 19.1 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.
- 19.6. Excusable. If, after termination of the Contract for default, County 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 County had terminated Contract for convenience as set forth in Section 20.
- 19.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.
20. **Termination for Convenience of County**. County 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 County, become its property. If County terminates the Contract as provided herein, County 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.
21. **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 Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.
22. **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:
- | | |
|--|------------------------------------|
| <u>COUNTY:</u> | <u>CONSULTANT:</u> |
| Jaime Rivera, Deputy Director | Erin Lansey, Program Manager |
| Regional Wastewater Reclamation Department | Kimley-Horn and Associates, Inc. |
| 201 N. Stone Ave | 3300 East Sunrise Drive, Suite 130 |
| Tucson, AZ 85701 | Tucson, AZ 85718 |
| Tel: (520) 724-9841 | Tel: (520) 730.4558 |
23. **Other Documents**. County and Consultant in entering into this Contract have relied upon information provided in Request for Qualifications No. RFQu-2400003828, and on representations and information in the Consultant's response to said RFQu. 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 will prevail.
24. **Remedies**. Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 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.
25. **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.
26. **Books and Records**.
- 26.1. 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 County.

26.2. Retention. Consultant will retain all records relating to this contract at least 5 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 County for retention.

27. **Delays**. Neither Party will be in default in the performance of its obligations 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.

28. Disputes.

28.1. 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 Department administering this Contract 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.

28.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. **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 County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County 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.

30. Public Records.

30.1. 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.

30.2. Records Marked Confidential.

30.2.1. 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 County 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.

30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County 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 ten 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. County 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. County is not, under any

circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

31. Legal Arizona Workers Act Compliance.

31.1. 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.

31.2. Books & Records. County 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.

31.3. 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 County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section 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 County 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."

31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section 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.

32. **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.

33. **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, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

34. **Heat Injury and Illness Prevention and Safety Plan.** Pursuant to Pima County Procurement Code 11.40.030, Consultant hereby warrants that if Consultant's employees perform work in an outdoor environment under this Contract, Consultant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Consultant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Consultant to prevent heat-related illnesses and injuries in the workplace. Consultant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Consultant will further ensure that each subconsultant who performs any work for Consultant under this Contract complies with this provision.
35. **Amendment.** Except for the amendment provision above in Section 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
36. **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.

(The remainder of this page intentionally left blank)

37. **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).

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

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONSULTANT:



Signature

Kevin Kimm, Senior Vice President
Name and Title (Please Print)

April 30, 2025
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 SERVICES (6 Pages)

Program Management Services: Sahuarita Wastewater Reclamation Facility Program Implementation

GLOSSARY OF TERMS

Critical Path Schedule - The sequence of critical, time sensitive activities from the start of the Work to the Substantial Completion of the Program, for which any delay in the completion of these activities will extend the Substantial Completion date.

Program - The overall implementation of the recommendations presented in the Sahuarita Wastewater Reclamation Facility (SWRF)

Program Master Budget - The budget compiled by the Program Manager based on initial SWRFP information, and updated monthly as the individual project managers develop and report their information.

Program Team – The team consisting of the Consultant, County Program Liaison, Project Managers, County's client Division representatives and other stakeholders who are responsible for making decisions regarding the Program.

Project – The individual projects from the SWRFP, primarily referring to 1) An advanced Water Reclamation Facility, 2) An Interceptor/Interconnect between the Green Valley WRF and other collection points, and the new Advanced Water Reclamation Facility, 3) The Clean Closure of the Green Valley Water Reclamation Facility.

Project Team – The team consisting of the specific Project Manager, County Liaison, design and contractor members, construction administrator, and appropriate representatives from the effected sections, divisions, and departments of Pima County.

Stakeholders - Stakeholders are identified non-County employees who have vested interest in the program. These may include other state or local governments, utilities, or agencies participating in the program, or other private entities as identified by County.

Value Engineering - Analyzing the essential functions of structures or systems for the purpose of achieving the lowest life cycle cost consistent with required performance, reliability, quality, and safety.

Work - The work performed by the Consultant or, in the context of the Contract, any deliverables required by this Program by the County.

Consultant shall perform the Services described in this Exhibit as follows:

GENERAL PROVISIONS

The Consultant agrees to provide professional Program Management for the Sahuarita Water Reclamation Facility Capital Improvement Program (SWRFP), with the overall objective of delivering the Program within budget, scope, and schedule. The Consultant shall assist Pima County Wastewater Management (PCRWRD) throughout the planning, design and construction processes for the Program. The Consultant must be prepared to work alongside the Program Team for the program duration, as scheduled. The Program Management services to be provided under this contract are anticipated to cover the duration of the Program.

ONGOING RESPONSIBILITIES

The Consultant shall provide professional Program Management Services for all phases of the planning, design and construction for the projects identified in the SWRFP, and successfully lead activities of the Program Team in coordination with Wastewater Management Department staff. Responsibilities include but shall not be limited to 1) maintaining the integrity of the Program scope, budget and schedule; 2) accepting responsibility for successful schedule completion and budget reconciliation; and 3) take responsibility for the PCRWRD Program Team, and the successful achievement of the overall Program goals.

The Consultant shall furnish the services described herein and accepts the relationship of trust and confidence between it and PCRWRD established by this Agreement. However, notwithstanding the foregoing, it is agreed that the Consultant is not a fiduciary with respect to the County. Consultant shall exercise its professional judgement and perform its services with the professional skill and care ordinarily provided by professionals practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional.

The Consultant shall provide the services described herein and to produce and assemble the necessary procedures, documents, and forms for the effective and efficient monitoring and reporting of the individual projects and the Program as a whole.

The formal work relationship between the Consultant and the PCRWRD shall be maintained between the Consultant and PCRWRD's Program Liaison. A formal, direct work relationship shall be maintained between the Consultant and the Program Team, including the individual Project Managers. This formal relationship shall include the distribution of all written forms of correspondence, information, and data. The Wastewater Management Department, with the assistance of the Consultant, shall coordinate the formation of the Program Team. The Consultant shall manage the Program Team, and is responsible for resolving, or escalating all discrepancies that may negatively impact the successful implementation of this Program.

The Consultant shall develop a Program Management Plan that outlines all roles, responsibilities, forms, and processes for the Program and the Program Team.

Should Consultant be required by any third-party or claimant to testify at any judicial or administrative proceeding concerning the subject matter of this Contract or concerning matters in any way related to the Work under this Contract or the Program, Consultant shall notify the PCRWRD as to the date, the time, and location of such proceedings to enable the PCRWRD to participate, and shall inform the PCRWRD in advance of Consultant's expected testimony and all information likely to be disclosed by Consultant at the proceeding.

REPORTS, MEETINGS AND MEETING MINUTES

Throughout the performance of all projects of this Work, the Consultant shall prepare progress reports on a monthly basis summarizing Work accomplishments, status of schedule and budget, for the preceding month and expectations for the next month towards fulfilling the requirements contained herein. Each monthly report shall be presented to PCRWRD at the first regularly scheduled progress meeting following the end of the reported month.

Consultant shall establish regularly scheduled meetings of the Program Team for the purpose of reporting on the progress of the Work, laying out the progress anticipated during the next period, and discussing and resolving any problems encountered in the Work (This is in addition to the normal day-to-day communications between the Consultant and the PCRWRD's Program Liaison). Special meetings may be required at more frequent intervals to discuss issues affecting the Work and timeliness of its completion and may be called by either the Consultant or PCRWRD.

The Consultant shall be responsible for the agenda of scheduled meetings and for writing and submitting minutes of each monthly or special meeting to the Program Team for review and concurrence within 5 calendar days of the meeting date. Upon receipt of concurrence with the meeting minutes, the Consultant shall revise and resolve the minutes, if necessary, and resubmit the minutes to the Program Team for record purposes. The minutes shall identify each significant agenda topic, summarize the discussions, note the Party(ies) responsible for outstanding items, the expected delivery date, and indicate the conclusion(s) reached in a manner sufficiently complete to adequately record the meeting.

The Consultant, along with the individual Project Managers, may also assist and support the PCRWRD as needed during various audit processes.

The Consultant shall review for accuracy the required PCRWRD reporting typical for all Capital Improvement Programs throughout the course of the program by the individual Project Managers.

The Consultant shall develop presentation-quality reports to be used by the owner during program presentations to the stakeholders.

QUALITY ASSURANCE/ QUALITY CONTROL

The Consultant shall establish Quality Assurance/Quality Control (QA/QC) procedures which identify project schedule or budget problems in their early stages and will review the information coming from the projects to determine if quality control procedures established are being applied and if they are adequate and appropriate for the work presented. The Consultant shall monitor the accomplishment of all project tasks in accordance with the program delivery schedule.

The Consultant shall establish Program Master Budget reconciliation and audit procedures and shall monitor the project cost reports. Verification shall include periodic reviews or audits of the individual project's books.

RECORDS MANAGEMENT

The Consultant shall establish procedures through the development of a Documents and Records Management Plan, to ensure that all project documents are maintained in a consistent manner, and that all project reports are of the same format to roll-up to the SWRFP Program reporting. Common software, forms, and filing must be established for the entire program. The Consultant shall establish and execute the project and program archival process.

PUBLIC PRESENTATIONS

The Consultant shall provide support to public meetings for the Program. Meetings may also include ceremonial events, such as groundbreaking or ribbon cutting events.

DOCUMENT PREPARATION AND SUBMITTAL FORMATS

All required Reports shall be in a formal report format. Generally, the Reports shall be organized as follows:

- Tables of Contents, Tables and Figures
- An Executive Summary
- Report Detail
- Conclusion

Web-based electronic reporting using Consultant developed system shall be used for document sharing and information transfer.

PCRWRD RESPONSIBILITIES

The PCRWRD shall be obligated to perform the following functions during the execution of this Contract:

Designate the PCRWRD Liaison to direct the Consultant and serve as a single point of contact for all Consultant's formal contacts with the Wastewater Management Department.

Provide the required Notices-To-Proceed without unnecessary delays.

Provide timely payment to the Consultant, for approved invoices.

Provide copies of any relevant, available studies, reports, or other documentation prepared by or for specified Pima County Department or other agencies, which may bear on the Work, unless such studies, reports or documentation have been published separately and are available publicly.

Provide the Consultant with all information stated to be provided to the Consultant under this Contract.

PCRWRD shall have final approval of any and all contracts/agreements/change orders/amendments related to the program.

PCRWRD may elect to provide office space for the key Consultant personnel.

Coordinate, with the Consultant's assistance, the development of the Program Team.

SPECIFIC PROGRAM MANAGEMENT SERVICES

PROGRAM MANAGEMENT

Program Review. Consultant shall meet with PCRWRD's Liaison and other Program team members to fully understand the Program Master Budget and scope and to refine the Program scope as needed. Consultant shall visit the Program Sites and become familiar with the local conditions under which the Services and the construction work will be performed.

Program Management Plan. Consultant shall prepare a Program Management Plan for the Program. The Plan will be prepared with the full participation of PCRWRD and Program team members. The Plan shall consider PCRWRD's schedule, cost and design requirements for the Program. The Plan shall also identify reporting needs. The Plan shall also consist of a responsibility matrix that identifies the primary members of the program delivery team and summarizes each Party's tasks and responsibilities in the monitoring and reporting of the Work under the Program. The Program Management Plan shall be presented to PCRWRD for review and acceptance and thereafter shall serve as a guide for the management and coordination of the Program.

Scopes of Work. The Consultant shall assist the PCRWRD with the creation of initial scopes of work for contracts under this Program, and in cooperation with the Project Manager after their selection.

Delivery Method Review. If necessary, the Consultant shall review delivery methodology for the program and provide consultation on the selection.

Permits, Real Property, Cultural Resources, etc. Consultant shall monitor and report on the progress of Real Property, Cultural Resource permits, Right-of-Use permits, and any other permits that the project managers are required to address.

Stakeholders. Consultant shall confirm the stakeholders with PCRWRD and develop and implement a plan to involve stakeholders in the Program.

TIME MANAGEMENT

Master Implementation Schedule. Consultant shall prepare and report on a Program Master Schedule for the Program, showing proposed completion dates for the key milestones, including procurement and permitting time. Consultant shall submit the Master Schedule to PCRWRD for review and approval. The Consultant shall assist in the design and construction schedule negotiations and monitor progress.

The Consultant shall develop and report on a preliminary Critical Path Method (CPM) schedule for the Program using scheduling software acceptable to the PCRWRD. The CPM Schedule data shall be initially provided by the Consultant until the data is available from each individual Project Manager, as each project is initiated. The Consultant's scheduling activity shall include the PCRWRD's desired completion dates, as applicable.

Consultant Review of Time Extension Requests. Prior to the issuance of construction change orders, Consultant shall advise PCRWRD as to the effect of project requests for time extensions on the Master Schedule. No change order shall be approved without the written approval of the PCRWRD.

Recovery Schedules. Where schedule delays are encountered, the individual project managers shall submit, and Consultant shall work with the Program Team to review the recovery schedule submitted for compliance with the Contract Documents. Any delays that may affect the Program Master Schedule shall be timely reported to PCRWRD.

PROGRAM MASTER BUDGET/ FINANCIAL PLAN

Program Master Budget. Consultant shall prepare, update, monitor, and report on a Program Master Budget based on information provided by PCRWRD, the individual project managers, and the Program Team. Consultant shall review the Master Budget with PCRWRD and the Program Team, and Consultant shall submit the Program Master Budget to PCRWRD for review and acceptance. The Program Master Budget shall be revised as directed by PCRWRD. No change to the scope of the Program shall be made that increases the Program costs without a corresponding change to the Program Master Budget as approved by the PCRWRD.

Program Master Budget Revision. Consultant shall make recommendations to PCRWRD on the impact of design changes that may result in revisions to the Program and Construction Master Budget, Master Schedule and Program Management Plan. Revisions shall make use of baselines to ensure program tracking of progress.

Program Financial Plan. Consultant shall assist in maintenance of the SWRFP portion of the Financial Plan in conjunction with PCRWRD Finance. Consultant shall assist PCRWRD Finance with funding analysis and advise on alternative funding solutions.

RISK ASSESSMENT

Risk Management Plan. Consultant shall perform a risk assessment for the Program and develop a risk management plan. Consultant shall identify the significant risk drivers or root causes and actively take steps to eliminate, mitigate, or manage these risks. Consultant shall update the risk assessment and risk management plan and continue to manage risks actively throughout the Program. Consultant shall monitor program safety, security, reporting of incidents, and provide a summary report on a monthly basis to the PCRWRD.

Claims Support. Consultant shall assist the PCRWRD with claims support as needed.

COMMUNICATION PLAN

Program Communication Plan. Consultant shall develop and implement a written Program Communications Plan that provides for written status reports prepared and provided to pre-identified key stakeholders, including

but not limited to the PCRWRD. Additionally, Consultant shall recommend and implement written escalation policies for issues and risks. Consultant shall ensure regular stakeholder involvement in major Program decisions, issue resolution and risk mitigation.

Escalation Process. Consultant shall recommend and implement procedures to address issue escalation. Such procedures are subject to PCRWRD approval in its sole discretion. Escalation Process may require review and revision during different phases of the Program.

MANAGEMENT INFORMATION SYSTEMS (MIS)

Program Master Schedule Reports. In conjunction with the services provided elsewhere in this agreement, Consultant shall prepare and distribute Program Master Schedule Update Reports that shall compare actual progress with scheduled progress for the overall Program.

Program Master Budget Reports. Consultant shall prepare and distribute Program Cost Reports that shall indicate estimated and actual costs for the Program Master Budget.

Provide monthly summary reports on all requested/approved project change orders and amendments provided by the project managers.

Close-Out Reports. At the conclusion of each project, Consultant shall ensure that the Project Manager prepares a final cost and closeout report. All of the project Record Documents, deliverables, and project information shall be delivered to the Consultant upon completion.

Close-Out Meeting. At the conclusion of each project, Consultant, along with the Project Manager, shall participate in a close-out meeting with PCRWRD staff and the Project and Program Team to evaluate the processes used on the project and discuss lessons learned and results.

Documentation, Distribution and Reproduction. Consultant shall distribute reports, documents, or other data as requested by the Program Liaison, as necessary.

Web-based electronic reporting. Consultant developed system shall be used for document sharing and information transfer.

ANNUAL PROGRAM REPORT

Consultant shall provide an annual program report. The report shall be provided in both paper and electronic form to the PCRWRD, and shall include a review meeting with the Program Team to review the report. The report shall include accounting for the Program, the scope, budget and schedule information and any other pertinent information to memorialize the project costs and schedule elements.

END OF EXHIBIT A – SCOPE OF SERVICES

EXHIBIT B - COMPENSATION SCHEDULE (86 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), Consultant notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, County will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than one (1) month to complete. These elements may be at considerable cost to Consultant prior to their full completion and acceptance by County. In such cases, at the sole discretion of County, County may authorize interim progress payments to Consultant. The invoice from Consultant will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

- D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the Consultant or Co- Consultant level of effort cost estimate agreed to by the County excluding Sub-Consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering Subconsultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. 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 contract. Said listing will be updated on an annual basis during the term of the contract
- Hourly fee schedules for various position titles are not allowed

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 will be allowed and approved in advance
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
 - d. Subconsultants

Specific billing arrangements will be negotiated with specialty Subconsultants 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
- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
 - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
 - c. 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 subconsultants
 - g. Travel time from Phoenix Metro Area to Pima County (both ways)
 - h. Air travel for commuting purposes

C. INVOICING

Consultant will submit invoices monthly, 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 5 work 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.

Pima County WRF Program Management Scope and Fee

SAHUARITA ARIZONA

Disclaimer

The following is the best estimate available based on current information and is subject to change over the life of the program. Due to the long duration of the program, estimated at 5 years, changes to the scope are anticipated. To address these uncertainties, the Consultant will keep records of decisions and changes made throughout the program and adjust the overall scope annually.

Subcontracts are anticipated for this program and place holders have been included in the fee breakdown based on a percentage of the total program cost and the anticipated effort by each subcontractor. These assumptions will be vetted out between the Consultant and PCRWRD and formal proposals will be submitted after the scope of the work for each subcontractor is defined.

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Project Understanding

The Sahuarita Wastewater Reclamation Facility Program (SWRFP) is a critical initiative within Pima County Wastewater Management's (PCRWRD's) Capital Improvement Program (CIP), requiring dedicated program management resources to support its successful implementation. The SWRFP represents a \$300 million investment, reported in 2024 construction dollars, and consists of three primary projects:

1. Development of an Advanced Water Reclamation Facility (WRF).
2. Construction of an Interceptor/Interconnect linking the Green Valley WRF and other connection points to the new Advanced WRF.
3. Clean Closure of the existing Green Valley WRF.

Additional ancillary projects may be identified as the program progresses. Given the scale and complexity of these efforts, effective program management is essential to ensure alignment, efficiency, and risk mitigation throughout the project lifecycle.

The program management scope encompasses two key levels of service:

1. At the program level, a dedicated Program Manager will collaborate with PCRWRD's leadership to oversee execution, coordination, and integration of all program elements. This includes the implementation of management systems, reporting structures, and strategic decision-making frameworks to guide the SWRFP.
2. At the personnel resource level, technical specialists and support staff will be deployed based on the evolving needs of the program. The composition and deployment of personnel will be adapted in response to project phases and emerging requirements, with initial staffing needs addressed upon execution of the agreement. A program organization chart detailing key assigned personnel is provided.

The scope of services has been structured to define work efforts, ensuring financial accountability within a cost-plus-fixed-fee framework. A cumulative cost ceiling allows for reallocation of unused funds across tasks, optimizing resource utilization. For tasks that cannot yet be fully defined, a Level of Effort (LOE) approach has been applied, ensuring flexibility while maintaining budgetary oversight. Adjustments to LOE tasks will be communicated in advance, and any required increases in effort will be addressed through defined contractual mechanisms.

Comprehensive program management systems will be developed, implemented, and maintained to support SWRFP execution. The defined scope provides a structured approach to schedule management, risk mitigation, reporting, and coordination, ensuring seamless integration of all project components.

TASK 1 PROGRAM MANAGEMENT

This overarching Program Management Task encompasses all coordination, oversight, and integration efforts necessary for successful execution. It includes schedule updates, progress tracking, and regular meetings to align stakeholders on key milestones, risks, and action items. Additionally, this task manages resource allocation, budget tracking, and scope adjustments to ensure alignment with overall project objectives. Any efforts or items that extend beyond or intersect multiple tasks within this scope will also be addressed within this framework, maintaining efficiency, accountability, and continuity throughout the program lifecycle.

Due to the inherent uncertainties, complexity, and collaborative nature of this program, the scope and rates will be reviewed and adjusted annually to ensure alignment with project needs, evolving requirements, and market conditions. This process will account for unforeseen challenges, changes in workload, and adjustments necessary to maintain efficiency and effectiveness. Regular evaluations will provide transparency and allow for proactive management of resources, ensuring that the program remains well-coordinated and adaptable to shifting priorities. Changes to the scope and fee will be based on the recorded decisions and changes.

Deliverables:

- Project Management Plan
 - Deliverables outlined in Task 1.2
- A Program Schedule and Schedule Updates
 - See Task 1.5 and Task 1.2
- Master Budget/Financial Plan and work breakdown structure (WBS)
 - See Task 1.5
- Meeting Agendas and Minutes
 - See Task 1.1.1 and Task 1.2
- Workshop & Dedicated Meetings Summary
- Monthly Program Progress Report
- Annual Program Progress Report (Task 2.3)
- Annual Scope and Fee Review
 - Document and Meeting

Assumptions & PCRWRD Responsibilities:

- Pima County will provide comments and feedback on all necessary documentation
- Designate the PCRWRD Liaison to direct the Consultant and serve as a single point of contact for all The Consultant's formal contacts with the Wastewater Management Department.
- Provide the required Notices-To-Proceed without unnecessary delays. Provide timely payment to the Consultant, for approved invoices.
- Provide copies of any relevant, available studies, reports, or other documentation prepared by or for specified Pima County Department or other agencies, which may bear on the Work, unless such studies, reports or documentation have been published separately and are available publicly.
- Provide the Consultant with all information stated to be provided to the Consultant under this Contract.
- PCRWRD shall have final approval of any and all contracts/agreements/change orders/amendments related to the program.
- PCRWRD may elect to provide office space for the key The Consultant personnel. Coordinate, with the Consultant's assistance, the development of the Program Team.

Services Not Included:

- Design services past preliminary (30%) design
- Review of full design drawings provided by the design build team
- Surveys
- Environmental Assessments, Permits
- Geotechnical
- Any other services not specifically detailed throughout the scope

Task 1.1 Ongoing and Executable Tasks

Ongoing efforts will include leading and coordinating all phases of planning, design, and construction in collaboration with PCRWRD. The Consultant will maintain the integrity of the program's scope, budget, and schedule while ensuring successful schedule completion and budget reconciliation. The Consultant will also be responsible for establishing and managing the Consultant Program Team, including formal engagement with the PCRWRD Program Liaison and individual Project Managers, to maintain structured communication and issue resolution. Additionally, the Consultant will develop and implement a Program Management Plan (PMP), Task 1.2, that defines roles, responsibilities, procedures, and reporting structures to enhance project oversight and decision-making. All documentation, correspondence, and reporting will be systematically maintained and shared to ensure transparency and accountability. Task 1.2 serves as the PMP deliverable; however, due to its complexity, there will be inherent overlap with the other tasks outlined in this scope. Many subtasks outlined in Task 1 will involve a combination of estimated deliverables and ongoing efforts, requiring coordination between both tasks.

Task 1.1.1 Reports, Meetings and Meeting Minutes

As part of this Program Management Task, comprehensive reporting and coordination will be provided to ensure transparency, accountability, and effective decision-making. Monthly progress reports summarizing work accomplishments, schedule and budget status, and upcoming activities will be prepared and submitted. These reports will be presented at regularly scheduled progress meetings following the reporting period to maintain alignment and address project needs proactively. Additional meetings will be scheduled as needed to address critical issues affecting the program's success.

The Consultant will take full responsibility for meeting agendas and will prepare and distribute meeting minutes within five calendar days for review and concurrence. Subsequently it is PCRWRD's responsibility to review and comment on meeting minutes. Once finalized, these records will comprehensively document key discussions, action items, responsible parties, and expected resolutions. A more comprehensive plan for the process and expectations of this task will be laid out in Task 1.2.

Additionally, the Consultant will support PCRWRD during various audit processes as required and ensure the accuracy of all reporting related to the CIP; the plan for this executable will be created under Task 1.4. Stakeholder and public engagement will be handled under Task 2. Through these efforts, we will provide the structured oversight and communication necessary to drive the program forward effectively.

Task 1.2 Program Management Plan

The Program Management Plan will be comprised of multiple sections and Plans, listed as follows. A draft is anticipated within 90 business days from the Notice to Proceed (NTP). A draft final and final of the overall PMP will be provided, however due to its size and complexity the separate Plans may be delivered and reviewed at separate times until the final document is prepared. The Consultant will update the PMP and/or the included individual Plans annually or as needed based on significant changes.

Task 1.2.1 Program Delivery Plan

The Consultant will prepare a program delivery plan that will describe the processes and procedures to be used for program management of the SWRFP CIP. This comprehensive document can include but is not limited to the following items:

Deliverables:

- Program schedule (Task 1.5)
- Program review/assessment by project
- Communications plan (in conjunction with Task 2)
- Program management services and tasks (Task 1.1)
- Definition of specific and measurable Program Goals developed in concert with PCRWRD Management

Task 1.2.1.1 Web-Based Electronic Reporting

The Consultant will help develop a means of distributing project performance information through a website. The Consultant will build a website to store project cost and schedule status reports, along with general program information such as calendars and bulletins.

Pima County will host the website and provide access to the Consultant to add and modify content. The Consultant will meet with County representatives in RWRD and ITD departments to ensure integration with the Department. PowerBI will be embedded into the website to display key metrics, as defined by PCRWRD.

Deliverables:

- Provide draft and final program management website layout report
- Operate SWRFP website with cost and schedule status information (one year) (LOE)
- Provide monthly updates (Task 1.1) and Workshops (Workshop & Dedicated Meetings Summary

- Implement system enhancements (LOE)

Task 1.2.1.2 Delivery Method Review

The Consultant will confirm the proposed delivery method for each SWRFP CIP project and identify the steps necessary to implement the chosen methods. A responsibility matrix and process will be prepared for the steps identified to make sure the necessary tasks have designated owners, and that required inter-departmental resources are available.

Once the tasks and matrices are complete, a workshop will be conducted with PCRWRD, County Procurement, County Legal, The Consultant alternative delivery experts, and The Consultant Legal subcontractor to reach consensus on the assignment of responsibilities.

Deliverables:

- Initial Delivery Method Matrix and Process Chart
- Initial Delivery Method Templates and Standard Operating Procedures
- Workshop – implementation discussion
- Memorandum documenting the recommendation of the Final Delivery Method Matrix and Process Chart
- Final Delivery Method Templates and Standard Operating Procedures

Task 1.2.2 Scope Management Plan

This scope is incorporated in the initial Program Delivery Plan (Task 1.2.1). The Consultant will establish a process whereby subsequent changes to the scope will be documented and trigger a trend process, such that the cost and schedule impacts of any change in scope can be assessed, evaluated and resolved in a timely manner.

Deliverables:

- Decision and Change Log
 - Includes notes to schedule and budget impacts
- Annual Summary of Changes/decisions
- Workshops with the County

Task 1.2.2.1 CIP Project Scope Management

The Consultant will review and assess the SWRFP CIP projects at the outset of the work. Project scopes will be defined within the work breakdown structure (WBS) and by components that can be tracked (Task 1.2.1). The applicable processes to which this scope is managed will be applied to the review and guidance of the SWRF CIP project scopes.

Deliverables:

- Project data forms for CIP Projects
- Decision/change Log Template
- Workshop with necessary parties

Task 1.2.3 Communication Plan

The Consultant will develop and implement a written Program Communications Plan that provides for written status reports prepared and provided to pre-identified key stakeholders, including but not limited to the PCRWRD. Additionally, the Consultant will recommend and implement written escalation policies for issues and risks. The Consultant include regular stakeholder involvement in major Program decisions, issue resolution and risk mitigation.

The Consultant will recommend and implement procedures to address issue escalation. Such procedures are subject to PCRWRD approval. The Escalation Process may require review and revision during different phases of the Program. See Task 2 for further communication tasks.

Deliverables:

- Communication Process

Task 1.2.4 Program Staffing Plan

In general, The Consultant will provide key resources to establish the processes and procedures for performing the program management services. In addition to the specific staff assignments in the Consultant staffing organization plan, The Consultant will outline a plan on how to make resources available that allow responses to unexpected situations that will keep the Program moving forward. The program management team will have considerable technical and management resources to meet challenges. The Consultant will provide staff with considerable experience in managing and implementing large programs. Additional resources can be requested and be provided on a LOE basis.

Additional areas could include, but are not limited to, staff organization, additional business tools and processes, The Consultant/contractor relations, coordination with other departments, effective technology, all with the objective of reducing program costs and providing the best business processes for PCRWRD.

In addition to the specific services described, if requested, consultation on how to plan, organize and implement elements of a CIP can be provided (LOE task).

Deliverables:

- Program Staffing Plan
 - Includes staffing for entire scope
- Roles and responsibilities table and chart
 - Includes any subcontractors to the consultant
 - Updates will be made semi-annually or as needed if staff change out occurs
- Quarterly updates to Staffing Plan
- Staffing Roles and Responsibilities template table for CIP project consultants
- Workshop – goals, roles and responsibilities

Task 1.2.4.1 Roles and Responsibilities

A staffing chart and contact table will be developed and updated for the Project Team.

Task 1.2.4.1.1 Subcontractors

Certain aspects of the scope may be handled by subconsultants, whose expertise will support specific program needs. While the Consultant is responsible for contracting and managing subconsultants, their scope and fees will be incorporated into overall scope adjustments as they are finalized. Refer to Appendix A for the Subconsultants Rate breakdowns and estimated scope.

Coordination with PCRWRD will be essential to ensure that subconsultant efforts align with program objectives. Placeholders have been included in the fee breakdown for each subcontractor, this will be adjusted during scope iterations based on the evolving needs of the Program.

Task 1.2.5 Document Management

The Consultant will review the documentation requirements and current management processes. After the review, system criteria can be developed for document management. A review of the Pima County Project Management Application (PMA), Masterworks, specifications for hardware and software and recommended solutions will be incorporated into the document management plan. Actions included but are not limited to, recommendations, a system establishment and protocols for filing and document distribution.

In view of budgetary constraints, after the first year of operation, The Consultant may transfer operation of the document management system to the County after consultation with County. The Consultant will not have an ongoing responsibility to maintain the document retention and retrieval system. The system should be set up to support large scale retrieval of documents to

support a claim or change process. The Consultant is also responsible for the final archiving process of project records in archival format acceptable to PCRWRD.

As part of The Consultant's program management tasks, standard formats for documents and other submittals will be prepared. Formats will be initially established in the Document Management Plan, and, as an LOE ongoing task, updates and additional formats can be developed.

Deliverables:

- Draft and Final Document Management Plan
 - Includes process chart and forms
- Recommended software
- Assistance with implementation, training and support (LOE)
 - County and contractors
- Document management workshops
- Template for document management and access to specific areas of the document management platform as requested by PCRWRD

Assumptions & PCRWRD Responsibilities:

- LOE Task
- PCRWRD will be responsible for final document management in the County system at the end of the contract
- PCRWRD will notify the consultant to changes to internal requirements

Task 1.2.5.1 Client Transfer/Implementation Plan

The Consultant will oversee the transfer and implementation of the document management process to PCRWRD. This includes finalizing the document management framework, ensuring all procedures, tools, and workflows are clearly documented, and providing structured training for client staff. The Consultant will support the transition by facilitating knowledge transfer, addressing any implementation challenges, and refining the process as needed to ensure seamless adoption. The goal is to establish a sustainable system that enables the client to efficiently manage, track, and maintain program documentation independently.

Task 1.2.5.2 Document Review

The Consultant will establish a document review process for items submitted to the client, ensuring consistency, clarity, and adherence to project requirements. While construction administration will be managed by the design-build or CMAR contractor, the Consultant will support the client by providing guidance on review procedures and assisting with evaluations as necessary. This process will align with established guidelines to facilitate efficient decision-making and documentation. Items related to this task will also be addressed in Task 1.4 and Task 3.9 to ensure integration across the program.

Task 1.2.6 Project Delivery Compliance Plan and Deliverables

The Consultant will develop common guidelines for SWRFP designers, project managers and construction inspectors. Guidelines will be built from current PCRWRD practices and be drafted with input from PCRWRD designated staff. The guidelines will consist of brief task descriptions, each with a stated objective, definitions and steps. The use of the guidelines can be referenced in the Design Professional, Project Manager and Construction Inspection scopes of work to provide a basis for quality, intent and minimum requirements. The parts of this plan that cover items for design and construction, for the purposes of the PMP, will be an overview of the more detailed separate plans in Task 3.9.

Due to the evolving nature of the task, the extent of these guidelines will be defined as a LOE task until further details are clarified. Draft guidelines will be submitted for review and comments, followed by final guidelines incorporating all feedback.

During design and construction, The Consultant will attend progress meetings from the standpoint of troubleshooting, addressing issues requiring PCRWRD action, and monitoring adherence to the Program Goals. The Consultant participation in design and construction shall not relieve other entities of their obligations, such as Contractor's means and methods.

Deliverables:

- For design: guidelines defining the submittal levels and the design review process
 - See Task 3.3
- Workshop – design review
- Construction guidelines deliverables will be handled under Task 3.9
- Reviews of process, odor control and I&C (SCADA), LOE (Task 3.9)

Task 1.2.6.1 Permitting and Compliance Plan

The Consultant will help set-up a system to identify and facilitate tracking of all identifiable program permits. See Task 3.5. The permit tracking system is requested to be a web-based program for use by the program manager, project managers and others to monitor status. In addition, The Consultant can conduct training and administer operation (LOE task).

Deliverables:

- Permit tracking system installation and configuration
- Ongoing administration (LOE)
- Permit management/tracking workshop

Task 1.3 Risk Management Plan

The Consultant will conduct a comprehensive risk assessment for the Program and develop a risk management plan to proactively identify and address potential challenges. Significant risk drivers and root causes will be analyzed, with strategies implemented to eliminate, mitigate, or manage these risks effectively. The risk assessment and management plan will be continuously updated to reflect evolving conditions, ensuring ongoing risk oversight throughout the Program. Additionally, the Consultant will monitor program safety, security, and incident reporting, providing a summary report to PCRWRD on a monthly basis.

Deliverables:

- Updates to the plan
- One overall Risk Management workshop

Task 1.3.1 SWRFP CIP Insurance Program

The Consultant will review the PCRWRD risk management program and procedures and provide recommendations on the program insurance options for the SWRFP CIP. On large programs such as SWRFP CIP there are options for an owner controlled insurance program (OCIP) that could save money and provide greater protection for PCRWRD. These will be investigated along with contract clauses affecting insurance to assure PCRWRD has the most appropriate insurance program. This work will be coordinated with Pima County Risk Management.

Deliverables:

- Insurance program analysis and recommendation of options
- One workshop

Task 1.3.2 Monte Carlo Analysis

There are a number of internal and external factors that can affect the success of a major infrastructure program such as SWRFP CIP. Monte Carlo analyses provides a determination of the most significant risks and the potential impact they can have to the program. The Consultant will perform this analysis using the latest software and evaluation techniques. The results can show potential impacts to program budgets. The Consultant will work with PCRWRD to develop mitigation measures and appropriate contingencies to meet the level of risk PCRWRD is willing to assume on this program.

Deliverables:

- Monte Carlo program risk analysis and recommendation of mitigation measures
- One workshop

Task 1.3.3 Performance Measurements and Management

The Consultant will develop the cost and schedule performance measures that Project Managers need to report against and these will be built into the project reports. Performance measures consist of the following:

- Current budget compared to original budget
- Current forecast at completion compared to baseline cost at completion
- Current monthly cash flow forecast versus baseline monthly cash flow
- Current milestone schedule completion compared to baseline milestone completion
- Basic variance analysis - % physical complete vs. % costs expended vs. % time expended
- For the larger contracts The Consultant will recommend cost loaded schedules to be submitted for engineering and construction. Earned value metrics would be developed each period comparing the planned work scheduled, actual work performed and the cost of the actual work performed.

On monthly basis The Consultant will review the project performance information, on the proposed corrective actions. These recommendations will be written but will also be presented at monthly program performance review meetings.

Deliverables:

- Performance Metrics Report with definitions and processes for measurement
- Monthly program performance report

Task 1.3.4 **Change Management and Risks**

The Consultant will develop a decision and change log to document all client-directed modifications, ensuring a clear record of scope adjustments, fee revisions, and potential schedule and budget impacts. A flowchart will be created to outline the decision-making process, providing a structured framework for tracking approvals and assessing implications. This log will serve as a critical tool for maintaining transparency, accountability, and effective program management. While this task focuses on tracking and documenting client-driven changes, broader change management related to design and construction will be addressed in Task 3.9.

Deliverables:

- Change management guidelines
- Categorization of changes to give priority to urgent changes
- A change screening process independent of the originator
- Maintenance of electronic change logs (LOE)
- Change tracking procedures (an option is the development of automated change process systems)
- Signoff and approval authorities
- Workshop
- Change management implementation (LOE)

Task 1.3.4.1 Subcontractors

Kimley-Horn will work with subcontractors assigned to specified tasks to make sure that they are meeting the standard of change management logging for both schedule and budget throughout the program. Any issues will be addressed through the chain of communication outlined in Task 1.2.3.

Task 1.3.5 Safety Plan

Under this task, The Consultant will help prepare a SWRFP CIP Health and Safety Program focusing on “Best Management” practices in order to maximize safety compliance and effectiveness on the Project sites. The Safety Plan will include proactive processes to address identified undesirable trends for potential “On-the-Job” incidents. Best Management practices will be employed that allow the Safety Advisor to work with program staff, The Consultants and contractors to integrate both the safety and risk management elements with the goal of achieving a safe worksite.

All SWRFP Program contractors and their subcontractors will have full and total responsibility for the safety of their employees and job site safety. All prime contractors will provide a qualified full-time, safety representative for their designated project.

Deliverables:

- Program Safety Plan guidance
- Safety Orientation Training (LOE)
- Safety Performance Report formats
- Workshop – Safety Plan

Task 1.4 Quality Management Plan

The Consultant will develop and implement a Quality Management Plan (QMP) that provides a framework for achieving quality objectives and of monitoring planning. Design and construction activities for quality assurance will be under Task 3.9. Additionally, a system of surveillance and audits will be implemented to provide early visibility and effective correction of problems and conditions before escalation to higher levels of severity. These audits can identify and review project activities against approved policies and guidelines, report any adverse findings and follow-up to assure corrective actions and continuous improvement of work processes.

The Consultant will have an ongoing responsibility to monitor performance by parties involved in project delivery to verify that accepted procedures are followed and policies maintained. Services may include but are not limited to formal quality assurance audits to review detailed and documented compliance on a semi-annual basis.

Deliverables:

- Quality Management Plan and process
- Periodic Quality Surveillance
- Semi-Annual Audit Reports

Task 1.5 Master Schedule and Budget

Effective schedule and budget management are critical to the successful execution of the Program, ensuring that all projects remain on track, within scope, and financially controlled. This section outlines the processes for developing, monitoring, and adjusting the Program Master Schedule and Program Master Budget, both of which serve as foundational tools for tracking progress, mitigating risks, and maintaining transparency. These efforts will require continuous coordination with PCRWRD, individual Project Managers, and the Program Team to adapt to evolving project needs. Given the interdependencies between scheduling, budgeting, and risk management, these tasks will overlap with other key program management functions in Task 1, particularly in maintaining program controls, risk assessment, and reporting.

The Consultant will develop, maintain, and report on the Program Master Schedule, outlining key milestones, including procurement and permitting timelines. This schedule will be submitted to PCRWRD for review and approval. The Consultant will also support design and construction schedule negotiations and continuously monitor progress to ensure alignment with program objectives.

Task 1.5.1 Master Schedule

A Critical Path Method (CPM) schedule will be developed using scheduling software approved by PCRWRD. Initially, CPM schedule data will be provided by the Consultant until each individual Project Manager supplies project-specific updates. Scheduling efforts will incorporate PCRWRD's desired completion dates where applicable.

To support change management, the Consultant will review time extension requests before the issuance of construction change orders, advising PCRWRD on potential impacts to the Master Schedule. No change order affecting project timelines will be approved without written authorization from PCRWRD.

When schedule delays occur, individual Project Managers will submit recovery schedules, which the Consultant will review in coordination with the Program Team to ensure compliance with Contract Documents. Any delays with potential impacts on the Program Master Schedule will be promptly reported to PCRWRD.

Efforts related to maintaining the schedule and managing associated risks will overlap with Task 1.3, ensuring an integrated approach to program execution and risk mitigation.

Schedule integration for design and construction will be handled under Task 3.9.

Deliverables:

- Program Master Schedule – A comprehensive schedule outlining key milestones, procurement timelines, permitting deadlines, and project completion targets.
- Critical Path Method (CPM) Schedule
- Schedule Updates & Progress Reports
- Schedule Risk Assessments
- Time Extension Evaluations – Assessments of contractor requests for time extensions, with documented impacts on the overall Program Master Schedule.
- Recovery Schedule Reviews – Analysis and recommendations on submitted recovery schedules to address and mitigate project delays.
- Milestone Tracking Reports – Reports on key milestone achievements, delays, and forecasted completion dates.
- Schedule Coordination Meetings – Documentation and meeting minutes summarizing schedule discussions, issues, and resolutions with the Program Team.

Task 1.5.2 Budget and Cost Management

Based on the master schedule, budgets will be established for every project and summarized into a master program budget. Initial estimates will be developed by the Program Manager from their expert knowledge on current similar projects costs. This will be supplemented by more detailed estimates from the Project Manager's staff and the project's design professionals.

Linkages at the work package level is requested to be established with the County financial system. The County Financial System can be evaluated to determine how readily the correct information can be obtained consistent with the program WBS. The Consultant will help define and establish the interface once this determination is made. The Consultants will be responsible for downloading cost information into the SWRFP cost control system each month and for checking its accuracy. The Consultant will oversee the process, check the results, and roll up the information into the program reports as needed (LOE Task).

A basic project cost report format will be prepared and maintained with information on original and current budget with provisions to document any changes, actual expenditures, estimate at completion, and variances.

Design and construction budget templates and review will be covered in Task 3.9

Deliverables:

- Master Budget/Financial Plan
- Work breakdown structure (WBS)
- Workshops
- Budget updates

Assumptions & PCRWRD Responsibilities:

- Access to financial systems to be updated
- Availability for training

Task 1.5.2.1 Program Master Budget Revisions

The Consultant will follow the basic intent of the change management process to assure the cause of the revision is well documented, that recovery alternatives have been exhausted, and that the approval process has been followed. Approved budget revisions will be reflected in the current budget and the details of the revision tracked through an audit trail. The Consultant will help establish the guidelines for budget revisions and monitoring performance.

Deliverables:

- Baseline program budget
- Monthly cost performance report
- Budget Revision Guidelines
- Contingency utilization report

Task 1.5.2.2 Financial Management

Financial management has two different aspects, the first is a forward look at expenditures to assure that expenditures stay within established budgetary limitations. This requires a look at the full expenditure profile.

By using economic modeling tools, the program management team will analyze the economic impact of potential changes to the CIP. These changes to the CIP could be driven by a number of factors, both internal and external. External drivers could include changes in regulatory requirements or changes in customer demands. Internal drivers might include re-phasing or re-sequencing of projects in order to optimize the capital program as project cost estimates are determined with greater certainty either during the procurement process or during construction.

The analysis will provide insights into the impact that changes to the CIP will have on key components of the PCRWRD's financial structure including its capital financing plan and O&M budget.

The second aspect of financial management is cash flow management, which is the responsibility of all levels of management, beginning with the project managers. Accurately forecasting project cash flows and managing performance to meet these goals goes a long way towards assuring that the scheduled amount of work is accomplished. The Consultant will cost load all schedules down to the work package level and develop forecast cash flows for each project. Results can be displayed in monthly cash flow histograms with comparisons to baselines so that trends and changes are readily discernable. Project cash flow curves will be rolled up into program totals with updated projections for future work performance.

Deliverables:

- Project cash flow curves
- Program cash flow summaries
- Monthly updates and forecasts
- Performance histograms

Task 1.5.2.2.1 Update PCRWRD Financial Plan

On an annual basis, program management team will update PCRWRD's financial plan. Update of the financial plan will include but are not limited to the following tasks:

- Input information from the current O&M budget and CIP into the wastewater rate and financial planning model;
- Assist with the development of an updated capital financing plan
- Update financial planning assumptions;
- Identify opportunities to improve PCRWRD's system of rates and charges;
- Prepare the financial plan report; and
- Provide data and other support for updating the Department's financial plan

TASK 2 PUBLIC OUTREACH AND COMMUNICATIONS

Effective public outreach and communication are essential to ensuring transparency, stakeholder engagement, and community support throughout the development of the wastewater treatment plant. This section outlines the approach for providing information and engagement, addressing concerns, and fostering collaboration with key stakeholders. Outreach efforts will include strategic messaging, public meetings, informational materials, and response management to provide clear, accurate, and timely information. The Consultant will work closely with the client to develop a comprehensive communication plan that aligns with project milestones, regulatory requirements, and community expectations. These efforts will help build public trust, mitigate potential concerns, and ensure a smooth implementation process.

Task 2.1 Stakeholder Involvement Plan

The Program Management Team will work with PCRWRD to identify the key program stakeholders on an annual basis and develop a strategic communication plan to address their various needs. Stakeholders will be separated by those within PCRWRD, stakeholders within other Pima County departments, and those stakeholders outside of Pima County (i.e. Town of Sahuarita).

Deliverables:

- Working Paper: Stakeholder and public involvement plan

Task 2.1.1 Industry Day

Once stakeholders have been identified by the Project Management Team and PCRWRD, the Program Management Team will organize and host an Industry Day event to engage all stakeholders, The Consultants, contractors, and industry professionals. This event will serve as a platform to share project details, objectives, and expectations, and foster collaboration and transparency among all involved parties. Stakeholders, The Consultants, and contractors will have the opportunity to ask questions, provide feedback, and engage in discussions, while the event will encourage networking and partnerships to support successful project implementation,

PCRWRD shall assist the Program Management Team in finding a suitable location to facilitate the Industry Day event and ensure the event is streamed internally for broader access and participation. In addition, PCRWRD will review and provide comments on the meeting's agenda, project overview flyer/invite, and presentation associated with the event.

Deliverables:

- Industry Day Plan: Agenda, meeting advertisement flyer and presentation.

Task 2.1.1.1 Stakeholder Interviews

Obtaining early stakeholder “buy-in” is a key to the successful implementation of the SWRFP program results. All identified stakeholders will be interviewed and their comments recorded for project team consideration. Example questions to be asked of each stakeholder identified can be but are not limited to the following:

- What will success look like for your representative group?
- What are the goals and needs of your representative group?
- What outcomes are needed for success of your representative group?
- What are the three most difficult/important issues that have to be worked through in order to see success, related to your representative group?
- What concerns or issues can be addressed with confidence; with no confidence?
- What has worked well in previous project implementations; what has not worked well on past projects? What lessons learned should be implemented on this project?
- Are there any specific resources, support, or information your group would need to ensure successful participation in the project?

Results of these interviews will be compiled and used as part of the evaluation of program progress as well as establishing end user requirements. These interviews will be included in subsequent summary reports or within similar reports.

Deliverables:

- Interview 20 stakeholders
- Summary reports of each interview

Task 2.1.1.2 Exit Gate Process Development

The exit gate process is an effective way to assure that stakeholder departments participate in the project development process at a time when their inputs are needed. The Consultant will review the project phasing, organization and business processes and develop a recommended plan for planning, scheduling and schedule and conduct exit gate meetings in coordination with the County Program Liaison. Criteria for information to review at the exit gate meetings can be developed along with recommended attendees and presenters.

The Consultant will attend the Pima County the exit gate meetings and aim to make sure that topics are thoroughly covered and documented. The effort is based on 10 exit gate meetings. Included will be monitoring of the process and adjustments will be made where necessary to improve the efficiency and effectiveness of the meetings. The Consultant will also monitor action items from the meetings.

Deliverables:

- Exit Gate Plan
- Exit gate workshop – process review
- Ten (10) exit gate reports

Task 2.1.1.3 Innovation and Best Practices Industry Presentations

The Program Management Team will organize and facilitate a series of Innovation and Best Practices Industry Presentations sessions (up to 5) to introduce and explore potential practices and technologies relevant to the SWRFP program. These sessions will provide PCRWRD and stakeholders with an opportunity to learn about innovative solutions, industry best practices, and emerging technologies that could be applied to the project. The information provided during each session will be summarized in Meeting Minutes, which will be distributed to stakeholders within 7 days of the session.

PCRWRD will assist with communicating any Innovation and Best Practices Industry Presentations sessions they envision or would like to include prior to scheduling and will facilitate the coordination of a room or virtual platform for these sessions, ensuring logistical support for their successful execution.

Deliverables:

- Innovation and Best Practices Industry Presentations Minutes (Up to 5)

Task 2.1.1.4 Workshops

A series of workshops will be provided for PCRWRD staff to transfer information and knowledge. The anticipated workshops related to the various tasks in this scope of services are listed in Workshop & Dedicated Meetings Summary

shown on Page 45 of this document. Additional workshops can be requested as an LOE task.

Deliverables:

- Prepare for workshops and provide summaries

Task 2.1.1.5 Public Information Plan and Outreach

As an ongoing task The Consultant will prepare presentations on program performance updates and be prepared to deliver these presentations as requested to public groups and any other interested party. Two in-person or virtual public meetings are anticipated within the project area(s). More may be requested as an LOE task.

Deliverables:

- Preparation of presentation materials for six (6) public presentations.
- 2 virtual or in-person public meetings within the project area

Task 2.2 Reporting and Communications Plan

The Consultant will work with PCRWRD Staff and Pima County Communication's Department to establish a reporting protocol and plan that accomplishes the following objectives:

- Maximum use of the Pima County website for publicly facing project information and repository for report distribution
- A project management team monthly reporting cycle with special reports included, as needed or requested
- Various reports for different levels of the organization (Executive management and outside stakeholders, senior management and project management/staff, etc.)
- Establishment of branding and graphics for use throughout the program
- Use of traffic light style and/or other performance metric indicators
- Support information to the PCRWRD quarterly written report
- Provide trend reporting as well as monthly snapshots

With the use of a website, distribution lists will not be required, but the website can be developed with levels of permissions so that only intended receivers can access information. Most of the standard reports will be posted in pdf or similar format. The Consultant will work with the Pima County Communications Department and Information Technology team to develop the website and access protocols.

A stakeholder and public involvement plan (Task 2) for overall communication can be generated that identifies priority and delegate responsibilities, and an emergency communications flow chart. Refer to Task 1.2.1, Task 1.2.3 and Task 1.2.5.

Deliverables:

- Project/Program Reporting Plan
- Program Management Team Communications Plan

Task 2.3 Annual Report

The Consultant will provide an annual SWRFP CIP implementation report. The report can be provided in both paper and electronic form to PCRWRD, and will include a review meeting with the Program Management Team to review the report. The report will include, but not limited to, accounting for the Program, the scope, budget and schedule information and any other pertinent information to memorialize the project costs and schedule elements. The Consultant will work with the Pima County Communications Department to establish a template for the Annual Report that meets Pima County graphic guidelines and standards.

Deliverables:

- Annual Report

TASK 3 DESIGN BUILD

This task is to cover all the programmatic work having to do with the design and construction of the Pima County Sahuarita Water Reclamation Facility.

Task 3.1 Constructability Analysis

The Consultant will perform constructability reviews of the SWRFP CIP projects during the pre-design phase in order to analyze the time allotted for construction; identify construction schedule risks; verify the needs and availability of construction staging areas, access, and utilities; and review operational constraints and interfaces between projects.

Deliverables:

- Draft constructability memorandum for each project
- Final constructability memorandum for each project

Task 3.1.1.1 Lead Time/Procurement Plan

Throughout the construction process, Kimley-Horn will monitor lead times to ensure that the schedule will not be affected by the availability of construction materials. This will include both tracking of material costs and lead times as well as potential tariffs and changes in regulations that may affect the procurement of materials as well as the review of construction and design documents as technologies are selected and design decisions are finalized.

Task 3.1.1.2 Access to Facility

Site access is one of the first challenges to be addressed during the program management. Kimley-Horn will facilitate stakeholder meetings with all parties that need access to the site including the Phoenix zoo, Town of Sahuarita, Pima County, and FICO.

Task 3.2 Architectural and Landscaping Concepts

The Consultant will provide oversight and guidance to ensure consistency in architectural and landscape design across all new wastewater facilities. Architectural components will be reviewed to align with PCRWRD's branding, design uniformity, and overall vision. The Consultant will work with the design engineer and architect to define program elements that balance constructability, value, cost-effectiveness, sustainability, maintenance requirements, aesthetic impact, and environmental performance, including energy conservation measures.

The Consultant will ensure that facility design meets LEED standards for new construction and that architectural guidelines align with the SWRFP. These guidelines will influence key design aspects such as facility massing, size, composition, scale, contextual relationships, material selection, and placement. Additionally, sustainable landscaping elements suitable for the Sonoran Desert will be identified to complement architectural exteriors.

Throughout the design process, the Consultant will review conceptual design drawings, requiring the project design team to produce three-dimensional conceptual renderings at the 30% design stage to establish the design vocabulary for the proposed structures. These conceptual designs will undergo a thorough review by the Program Management Team and PCRWRD to ensure compliance with established design criteria.

At the 60% design stage, the Consultant will conduct a formal review of the Final Schematic Design Documents, including two- and three-dimensional floor plans, elevations, and perspective drawings, to confirm alignment with approved conceptual designs. Architectural design development and construction documentation will be evaluated at the 30%, 60%, and 90% completion milestones to ensure consistency with the Schematic Design intent. Additionally, ongoing consultation with the architectural team will be provided as needed to prevent delays and ensure continuous guidance and oversight throughout the development of final documentation.

Deliverables:

- Facility architectural and landscaping design guidelines development
- Schematic design review report
- Detailed architectural requirements review report
- Workshop – architectural concepts

Task 3.3 Design Guidelines

Design guidelines will be developed in three parts to outline the recommended minimum requirements for the SWRFP facilities based on input provided the PCRWRD staff and other stakeholders. The program management team will develop these guidelines based on their expertise, stakeholder input, and PCRWRD-provided data. Some of the requirements will be general, and others very specific based on the experience of the program management team members and PCRWRD staff. The outline of the design guidelines are provided in the following.

Task 3.3.1 Design Parameters

A narrative of the base design parameters for each design discipline will be developed for use in the design of the various projects to establish the minimum recommended requirements. The design parameters will include, but not be limited to items such as: minimum concrete compressive strength, minimum width of roadways, lifting hoists requirements, HVAC indoor design conditions, ventilation criteria, structural seismic and wind loadings, minimum electrical wire sizes. The project management team will prepare the design parameters document based on industry standards, best practices, and PCRWRD's operational input. This document will provide guidance but does not replace final engineering judgment during design. A design parameters document will help set the minimum recommended design requirements for the SWRFP projects and can be developed for use with the general specifications considerations.

Deliverables:

- Design parameters narrative document

Task 3.3.2 Design Criteria

Design criteria considerations are those to be utilized by the design engineers in the preparation of the contract documents for the construction of the project. The project management team will develop a design criteria manual summarizing critical requirements.

The design criteria will be summarized and include the Pima County standard specifications and additional features, types, systems, elements, components, minimum standards, and redundancy requirements that are of particular importance to the success of the Program. These features, types, elements, systems, components and so forth will be based, in part, on recent experience of the Pima County engineering, operations and maintenance, and construction groups with wastewater facilities.

The program management team will help develop design criteria through a series of workshops for:

- Process Equipment and Piping
- Electrical Systems and Instrumentation (Scada)
- Mechanical (HVAC) and Plumbing
- Structural and Architectural
- Civil Engineering and Sitework.

The design criteria items will be developed with PCRWRD through a series of one-day workshops with Pima County engineering, operations and maintenance, and construction staff to identify critical design criteria for use in design and construction. The design criteria will be a list of requirements, features, elements, systems, components or equipment. The project management team will facilitate the workshops and document input from PCRWRD stakeholders, ensuring the criteria reflect operational priorities and PCRWRD standards. The project management team will not independently determine operational preferences or specifications outside the scope of stakeholder guidance unless requested otherwise.

Design criteria will be assembled into a project document that can be provided to the design engineer(s) for inclusion in the development of CSI format specifications by the design engineers.

Deliverables:

- Five (5) design criteria workshops
- Design criteria project manual for use by design engineer

Task 3.3.3 CAD Plan

A set of CAD standards for use by the design engineers can be developed for the SWRFP CIP projects. The project management team will develop the CAD standards document based on PCRWRD's preferences, industry standards, and input from workshop discussions. PCRWRD will provide supporting documentation or examples to communicate their preferences.

The basis for the CAD standards will focus on consistency in the look and feel of the drawings, both physically and electronically, and to facilitate the efficient review and coordination of drawing development.

The standards will include information on:

- Drawing administration (naming conventions, drawing, layering conventions and sheet numbering)
- Drawing types and sizes (media, title blocks, borders, diagrams and schematics)
- Drawing composition (north arrows, match lines, line weights, text, dimensioning, titles, notes, symbols, section and detail identifications).

The project management team will ensure the CAD standards align with PCRWRD's operational needs and are developed on the AutoCAD (Civil 3D) system by Autodesk. The project management team will aim to establish a general format that is compatible with both

Revit and Civil 3D, minimizing the need for engineers to spend significant time reformatting when designs are exported from Revit (if used for the WRF design). Any specific requirements from PCRWRD will guide the standards finalization.

Deliverables:

- CAD plan
- CAD Workshop
- CAD design templates (up to 5)
 - Cover sheet, minimum general notes, standard legend and designations, abbreviations, example sheet

Task 3.4 Value Engineering Process and Reviews

Value Engineering (VE) is a disciplined effort to analyze the functional requirements of a project for the purpose of achieving essential functions at the lowest total cost over the life of the project. The Consultant will monitor all phases of VE on each of the projects in SWRFP. The focus of the VE will be to achieve the highest degree of cost-effectiveness for each project.

Deliverables:

- Review preliminary design documents for Sahuarita WRF
- Review value engineering workshop for the Sahuarita WRF at 60 percent of design
- Review preliminary design documents for Sahuarita Plant Interconnect
- Review value engineering workshop at 60 percent for Sahuarita Plant Interconnect

Task 3.5 Permit Management and Tracking

The Consultant will help set-up a system to identify and facilitate tracking of all identifiable program permits. The permit tracking system is requested to be a web-based program for use by the program manager, project managers and others to monitor status. In addition, the Consultant can conduct training and administer operation (LOE).

Deliverables:

- Permit tracking system installation and configuration
- Ongoing administration (LOE)
- Permit management/tracking workshop

Task 3.6 Start-up, Commissioning, Training and Project Turn-over

This specialty area requires individuals with a broad knowledge of wastewater treatment facilities, operations and start-up techniques, and teaching and communication skills. The ability to work with PCRWRD Staff to ensure Contract compliance is necessary. The Consultant will provide guidelines for testing, start-up, troubleshooting, documentation preparation, and training.

Operations and Maintenance Documentation Standards Development. The Consultant, working with PCRWRD 's Operation and Maintenance Staff, will help develop standard operations and maintenance guidelines for project documentation. The goal is to provide guidance to the design-build professional to give the Operations and Maintenance Staff accurate, consistent, usable, thorough, and updateable documentation on every new facility.

Development of Operations and Maintenance Turnover Criteria. The Consultant will help establish criteria that must be met prior to turnover of a project to the appropriate Owner division. The criteria will include but is not limited to testing and criteria, field documentation equipment manufacture installation approval, operations and maintenance manuals, standard operating procedures, operations and maintenance training, and warranty tracking.

Deliverables:

- Standards and protocols for O&M manuals
- Standards and protocols for training
- Guidelines for close-out reports and close-out meetings.
- Workshop – Commissioning/startup/training/project turnover review

Task 3.6.1 Close-Out Reports

The Consultant will work with PCRWRD to develop the guidelines and contents for a Close-Out Report to be prepared for each SWRFP project. The report should include a summary of important project elements for future reference and lessons learned.

Task 3.6.2 Close-Out Meeting

The Consultant will help prepare guidelines for conducting Project Close-Out Meetings that include a lessons learned review of the project implementation. The project manager will conduct the closeout meeting.

Task 3.7 Procurement Documentation

For Pima County to deliver the new Sahuarita WRF with a design/build project delivery process, several elements will need further development. The Consultant will assist PCRWRD in the development of a scope of services for the procurement of services to develop technical documents for the design/build of the new Sahuarita WRF. The scope of services should include advisory services to PCRWRD during the selection of contractors.

Deliverables:

- Prepare outline scope of services documents to describe the project features and requirements
- Prepare a draft and final scope of services for the procurement of services to prepare technical information for the design-build delivery of the new Water Reclamation Campus.

Task 3.8 Estimate Management

The development and monitoring of project estimates need to follow a consistent bottom-up process. The Consultant will help develop procedures for estimate development and change estimates. Guidelines will be provided for the development of labor, equipment and material costs estimates, and the bid document specifications will be reviewed to assure that these guidelines are included. Guidelines will be developed for use by the design the Consultants on the level of accuracy estimates should achieve at various stages of design development and what levels of contingency should be provided. Similar guidelines will be developed for the timing and delivery of the final Engineer's Estimate.

During the course of the program the Design-Build Team through the project manager will provide and maintain estimate trend logs that record potential changes to the estimate as the project develops through design. These logs shall be provided to the Consultant for roll-up into the cost forecast reports.

Deliverables:

- Estimate Preparation Procedure
- Program Estimate Trend Report
- Workshop

Task 3.8.1 Project Delivery Escalation Process

Cost escalation will be tracked over project duration in order to accurately assess the impacts to the overall budget. Because the program spans five years escalation of materials and availability will be you need to be monitored closely to prevent impacts to the schedule and budget.

Task 3.9 Design and Construction Oversight

The Consultant will provide oversight and support throughout the design and construction phases, serving as a representative for the client to ensure consistency, quality, and alignment with program objectives. While design and construction services will be performed under a separate consultant, the Consultant will assist in developing templates, guidelines, and review processes as requested by the client. This includes providing input on guidance for design documentation, construction methodologies, and compliance with established standards but not review of formal final submittals from design firms. The Consultant will facilitate coordination between project stakeholders, ensuring that design and construction efforts align with program requirements, regulatory expectations, and best practices. Schedule templates and integration of schedules to master schedule

Task 3.9.1 Quality Assurance Guidelines

Kimley-Horn will provide quality assurance guidelines for the design consultants and contractors to follow for the selected delivery method. Each will have to provide a quality assurance plan that aligns with these guidelines to make sure that quality is meeting PCRWRD standards. This will be developed with PCRWRD.

Task 3.9.2 Budget and Schedule Management Oversight

During construction, processes will be implemented to track pending changes. The key to this process is an accurate assessment of the estimate to complete each activity, and the Consultant will focus on assuring this process is conducted diligently. Guidance and assistance in implementing the budget and schedule management system within the program management team will be provided, as requested. The construction cost estimates for a project will be provided by the design-build team.

Task 3.9.3 Change Management

The Consultant will review current change procedures within the Department and recommend changes to existing procedures as required to meet the goals of the SWRFP CIP program. Included within these procedures will be guidelines and processes for a complete change management process for design and construction. Effective change management requires

considerable experience in dealing with the Consultants and contractors. Recommended procedures will allow legitimate changes to be processed efficiently. The system should facilitate PCRWRD scrutiny of proposed changes to substantiate the Consultant/contractor's requests with the goal of limiting the exposure of PCRWRD against unsubstantiated changes to the project. Identification of the change, impact on program and impact on design intent will be part of the guideline process. Recommended guidelines will be developed for change approval authority, recognizing the limits with the County fiscal system. The recommended change procedure can but is not limited to recommendations on:

- Change management guidelines
- Categorization of changes to give priority to urgent changes
- A change screening process independent of the originator
- Negotiation and documentation requirements
- Maintenance of electronic change logs and contingency drawdown logs (LOE)
- Change tracking procedures (an option is the development of automated change process systems)
- Signoff and approval authorities
- Workshop
- Change management implementation (LOE)

Task 3.9.4 Claims Support

The Consultant will develop procedures with the goal to minimize claims during construction by recommending protocols for working to develop positive working relationships with the contractors; encouraging the project managers to do the same; identification and resolution of claims; and for enabling work to proceed in the event differences arise over the responsibility for extra work

Additionally, The Consultant will help develop procedures for documentation, particularly photo and video, to provide a reliable basis for investigation at a later date. These procedures will also include logging and tracking of claims status, including processing times and “ball-in-court” responsibilities.

The Consultant can provide support for claims management and support as requested (LOE).

Task 3.9.5 Chartering

The Consultant will develop and implement a chartering process at the project team formation that establishes an agreement between the key participants of each project including the design engineer, Project manager, owner, and construction teams, to work cooperatively to achieve common goals for mutual benefit. The process is expected to instill a spirit of teamwork and consequently enhance progress and reduce contract disputes.

The Consultant will arrange for the project chartering workshop with the PCRWRD, design-build team for each of the two anticipated construction contracts (new Sahuarita WRF and new Plant Interconnect). The Consultant will provide an experienced chartering facilitator for each session. Included within these procedures will be guidelines and processes for change management and claims avoidance.

Deliverables:

- Change Management Procedure
- Organization of the Change Management Process
- Implementation of the Change Management Process (LOE)
- Claims management procedures
- Monitoring of claims activities (LOE)
- Support to claims negotiations as requested (LOE)
- Four chartering workshops

TASK 4 FIXED ASSET MANAGEMENT COORDINATION

The Consultant will review current PCRWRD asset management practices and make recommendations to facilitate integrating the SWRFP CIP assets into the system. A workshop will be conducted to discuss asset management tools, asset tagging and asset valuation. Based upon the outcome of the workshop, The Consultant will help prepare guidelines for coordinating SWRFP CIP assets with the PCRWRD asset management system.

Deliverables:

- Workshop – fixed asset management system coordination
- Memorandum summarizing the asset management coordination workshop
- Draft and Final Guideline for implementing coordination of SWRFP assets with fixed asset management system

Task 4.1 Historical Asset Management

The Consultant will research and evaluate asset management practices to support the development of a new asset management system for the client's upcoming wastewater treatment facility. This effort will assess existing asset management tools, workflows, and data structures currently used by the client to identify key functionalities, integration needs, and best practices that should be incorporated into the new system. The Consultant will define system requirements tailored to the facility's operational needs, ensuring long-term reliability, maintenance efficiency, and lifecycle cost optimization. Findings will inform the development of a structured asset management framework that aligns with regulatory requirements and industry standards.

Deliverables:

- Asset Management System Assessment Report – A comprehensive analysis of current asset management systems
- System Inventory and Data Flow Mapping – Documentation of existing tools, workflows, and data integration points.
- Gap Analysis and Benchmarking Summary – Identification of missing functionalities compared to industry best practices and similar facilities.
- Implementation Roadmap – Phased plan for deploying the new asset management system, outlining key milestones, resource needs, and integration strategies.
- Presentation of Findings – A formal presentation summarizing key findings and recommendations.

Task 4.2 Life Cycle Analysis

The Consultant will develop a Life Cycle Analysis Plan to support the asset management strategy for the new wastewater treatment facility. This plan will define methodologies for evaluating asset performance, maintenance needs, replacement schedules, and total cost of ownership over the facility's lifespan. The analysis will incorporate factors such as equipment degradation, operational efficiency, energy consumption, and long-term sustainability to ensure data-driven decision-making for asset maintenance and capital planning. The plan will establish a structured approach for tracking asset life cycles, integrating with the broader asset management system to optimize reliability and cost-effectiveness based on current practice in the County.

Deliverables:

- Life Cycle Analysis Framework Guidance
- Asset Criticality and Risk Assessment Report
- Predictive Maintenance and Replacement Guidance
- Integration Strategy with Asset Management System
- Workshop

Task 4.3 Software

The Consultant will evaluate the client's current asset management software to determine its effectiveness, functionality, and suitability for continued use in managing assets at the new wastewater treatment facility. This assessment will include a review of system capabilities, integration with existing workflows, data management practices, and user requirements. If the client elects to continue using the current software, the Consultant will provide guidance on streamlining its implementation for the new facility. If a new asset management system is required, the Consultant will support the evaluation of alternative solutions, considering factors such as scalability, compatibility, and long-term operational needs.

Deliverables:

- Software Evaluation Report
- System Transition Plan
- Alternative Software Recommendations
- Implementation and Training Guidance

Task 4.4 Operations and Maintenance

The Consultant will research and evaluate industry best practices for operations and maintenance (O&M) procedures to support the client's overall asset management strategy. This effort will focus on identifying key elements that should be incorporated into O&M manuals, ensuring they align with regulatory requirements, industry standards, and long-term facility sustainability. The Consultant will assess various approaches for structuring O&M documentation, integrating asset lifecycle management principles, and improving operational efficiency through standardized procedures.

The Consultant will provide guidance on the development and implementation of O&M best practices, ensuring that critical asset information, preventative maintenance schedules, troubleshooting procedures, and data tracking requirements are clearly defined.

Recommendations will be tailored to the client's operational needs, supporting effective decision-making, maintenance planning, and workforce training. Additionally, the Consultant will assist in aligning O&M documentation with the asset management system, ensuring seamless integration for long-term tracking and performance monitoring.

Deliverables:

- O&M Best Practices Report
- O&M Manual Framework – A structured template outlining key components, formatting guidelines, and required content for facility-specific O&M manuals.
- Gap Analysis Report
- Presentation

Task 4.5 Implementation Plan

How to implement long term management of the plant

The Consultant will develop an implementation strategy. The Consultant will evaluate various implementation options, considering factors such as system integration, workflow efficiency, regulatory compliance, and staff training requirements. The Consultant will guide the client in selecting the most effective approach for alignment with existing infrastructure, organizational capabilities, and future operational needs. This will include defining key implementation steps, identifying resource requirements, and establishing a phased transition plan. Additionally, the Consultant will provide recommendations for integrating asset management practices with digital tools, data collection processes, and reporting frameworks to enhance decision-making and long-term sustainability.

Deliverables:

- Implementation Roadmap
- Process Integration Guidelines
- Resource & Training Requirements Report
- Presentation

Task 4.5.1.1 Staff Training

Training staff to take over operations at the new facility

The Consultant will provide guidance on the development of a staff training plan to ensure that personnel assigned to the new facility are equipped with the necessary knowledge and skills to effectively implement asset management and operations & maintenance (O&M) best practices. This task will focus on assisting the client in identifying training needs, structuring training content, and establishing a phased approach for knowledge transfer. The Consultant will work closely with designated staff to outline key competencies, align training with operational workflows, and incorporate industry best practices into the training framework.

While the primary role of the Consultant will be to guide the development of the training plan, direct training sessions will be provided as LOE task, supporting the client in executing targeted training where necessary. The Consultant will also offer recommendations for supplemental training resources, such as documentation, digital tools, or external courses, to enhance staff preparedness.

Deliverables:

- Staff Training Plan Framework
- Competency and Role Alignment Guide
- Training Integration Strategy
- Supplemental Training Resource List
- Level of Effort Training Support

TASK 5 OWNER’S ALLOWANCE

This allowance is for additional management, coordination and design items beyond this initial scope of services. If additional services are requested by the PCRWRD, Kimley-Horn will prepare a separate scope and fee allowance proposal for approval for use of the Owner's Allowance.

Program Summary Schedule

Task	Start Date	End Date
Milestones & Summaries	05/06/2025	12/31/2030
Program Manager NTP	05/06/2025	
SWRF Summary	05/06/2025	02/14/2030
Interconnect Summary	07/07/2025	05/02/2029
Clean Closure Summary	10/14/2026	07/03/2030
Substantial Completion		01/14/2030
Program Final Completion		12/31/2030
Contract/Procurement	05/06/2025	05/03/2028
SWRF Summary	05/06/2025	08/24/2026
Interconnect	07/07/2025	10/13/2026
Clean Closure	10/20/2026	05/03/2028
Design & Permitting	11/05/2025	01/14/2028
SWRF Summary	11/05/2025	03/14/2028
Interconnect	12/03/2025	11/13/2027
Clean Closure	01/10/2027	12/20/2027
Procurement/Long Leads	04/17/2027	09/14/2028
Construction	11/14/2027	6/3/2030

Detailed Fee Summary

Task Number	Task Name	\$ per hour	\$109.53	\$150.20	\$219.38	\$164.94	\$190.56	\$240.20	\$289.84	\$360.30
		Scope Cost	Admin	Technician	Designer	Analyst	Prof.	Sr Prof I	Sr Prof II	Sr Prof III
			Hours per Discipline							
1	Program Management	\$2,131,090.87								
1.1	Ongoing and Executable Tasks	\$705,936.96	70	100	300	450	600	500	680	310
1.2	PMP	\$459,193.38	150	200	240	320	400	300	300	200
1.3	Risk Management Plan	\$206,890.03	0	0	0	250	200	200	150	100
1.4	QA Plan	\$125,200.49	90	0	0	50	120	200	100	20
1.5	Master Budget	\$197,475.89	40	0	0	100	90	280	200	95
	Subcontractors	\$436,394.13								
2	Public Outreach and Communication	\$537,285.00								
2.1	Stakeholder Involvement	\$144,534.78	50	0	0	125	115	125	130	80
2.2	Reporting and Communications	\$215,489.09	50	0	0	75	200	250	250	75
2.3	Annual Report	\$168,727.46	20	0	0	100	200	150	150	90
	Subcontractors	\$8,533.66								
3	Design Build	\$1,397,257.50								
3.1	Constructability Analysis	\$107,606.83	10	0	0	280	200	70	0	15
3.2	Architectural and Landscaping Concepts	\$103,794.10	20	0	0	30	75	120	135	40
3.3	Design Guidelines	\$191,030.27	12	0	100	250	200	150	100	65
3.4	Value Engineering Process and Reviews	\$71,202.52	25	0	0	20	90	90	60	25
3.5	Permit Management and Tracking	\$84,957.82	0	0	0	100	150	85	5	50
3.6	Start-up, Commissioning, Training and Project Turnover	\$195,872.97	50	0	0	150	200	200	150	100
3.7	Procurement	\$62,829.23	15	0	0	0	80	80	40	42
3.8	Estimate Management	\$58,572.94	20	0	0	0	25	90	60	35
3.9	Design Oversight	\$200,435.12	85	0	85	125	145	120	180	120
	Subcontractors	\$234,988.42								

Task Number	Task Name	\$ per hour	\$109.53	\$150.20	\$219.38	\$164.94	\$190.56	\$240.20	\$289.84	\$360.30
		Scope Cost	Admin	Technician	Designer	Analyst	Prof.	Sr Prof I	Sr Prof II	Sr Prof III
		Hours per Discipline								
4	Fixed Asset Management System	\$484,836.85								
4.1	Historical Asset Management	\$74,461.19	10	0	0	32	140	85	60	10
4.2	Life Cycle Analysis	\$87,776.14	0	0	0	90	120	100	65	20
4.3	Software	\$65,317.68	0	0	0	50	110	90	50	0
4.4	Operations and Maintenance	\$127,009.98	30	90	0	89	200	120	80	15
4.5	Implementation Plan	\$130,271.86	20	0	0	110	200	165	80	25
	Subcontractors	\$0.00								
5	Level of Effort Services Allotment	\$400,353.02	100	0	150	100	300	350	375	250
	Reimbursable Expenses	\$43,636.60								
	Grand Total	\$4,994,459.85								

Consultant Fee Schedule

EXHIBIT B - CONSULTANT FEE SCHEDULE**Program Management Services: Sahuarita Wastewater Reclamation Facility Program Implementation****Fee Calculation**

Kimley-Horn and Associates, Inc.
February 27, 2025

Direct Labor

<u>Classification</u>	<u>Total Hours</u>	<u>Hourly Rate</u>	<u>Labor Cost</u>
Senior Professional III	1,782	\$112.50	\$ 200,475.00
Senior Professional II	3,400	\$90.50	\$ 307,700.00
Senior Professional I	3,920	\$75.00	\$ 294,000.00
Professional I	4,160	\$59.50	\$ 247,520.00
Analyst	2,896	\$51.50	\$ 149,144.00
Designer	875	\$68.50	\$ 59,937.50
Technician	390	\$46.90	\$ 18,291.00
Admin	867	\$34.20	\$ 29,651.40
	18,290	Total Labor Cost:	\$ 1,306,718.90

Overhead

	196.54%	
Overhead (Audited Overhead Rate)	195.57%	\$ 2,555,550.15
FCCM	0.97%	\$ 12,675.17
	Subtotal	\$ 3,874,944.22

Direct Expenses

<u>Type</u>	<u>Amount</u>	<u>Unit Costs</u>	<u>Cost</u>
Mileage (Trips from Phoenix to SRWRF)	38480	\$0.67	\$ 25,781.60
Travel (Round-trip Airfare & Lodging per GSA rates)	35	\$451.00	\$ 15,785.00
Printing / Reproduction	1800	\$1.15	\$ 2,070.00

Total Estimated Direct Expenses:**\$ 43,636.60**

*Note that direct expenses are only incurred for Kimley-Horn staff coming from outside of Tucson traveling for this project.

Outside Services, Allowances, and Consultants

RLB	\$ 569,783.48
SHE	\$ 51,100.00
Herman Contracting	\$ 40,000.00
BWS	\$ 80,000.00
LRE	\$ 10,000.00
Culp & Kelly	\$ 15,000.00

Total of Outside Services, Allowances and Consultants**\$ 765,883.48****Fixed Fee (Direct labor + Overhead x Multiplier)(8%)(Profit) \$ 309,995.54****Total Fee: \$ 4,994,459.84**

Deliverables Summary

1. PROGRAM MANAGEMENT

1.1. Ongoing And Executable Tasks

- Annual Scope and Fee Review

1.2. Project Management Plan

1.2.1. *Program Delivery Plan*

- Program Goals
- Program Management Website Report
- Delivery Method Matrix and Process Chart
- Delivery Method Template and SOPs

1.2.2. *Scope Management Plan*

- Decision and Change Log and Template
- Annual Summary
- Program Data Forms

1.2.3. *Communication Plan*

- Program Communication Plan

1.2.4. *Program Staffing Plan*

- Staffing Plan
- Roles and Responsibilities Chart and Template

1.2.5. *Document Management*

- Document Management Plan
- Recommendations Memo
- Document Management Templates
- Document Review Plan
- Implementing Document Management Process

1.2.6. *Project Delivery Compliance Plan*

- Project Delivery Compliance Plan

1.3. Risk Management Plan

- Risk Management Plan
- Performance Metrics Report
- Change Management Guidelines and Template
- Program Safety Plan
- Safety Performance Reports

1.4. Quality Management Plan

- Quality Management Plan
- Quality Audit Reports

1.5. Master Schedule and Budget

1.5.1. Master Schedule

- Master Program Schedule
- Critical Path
- Progress Reports
- Time Extension Evaluations

1.5.2. Budget and Cost Management

- Master Budget/Financial Plan
- Work Breakdown Structure
- Baseline Program Budget
- Budget Revision Guidelines
- Contingency Utilization Report

2. Public Outreach and Communications

- Stakeholder Involvement Plan

2.1. Industry Day

- Industry Day Plan
- Interview Summaries
- Exit Gate Plan and Reports
- Public Presentations

2.2. Reporting and Communications Plan

- Program Reporting Plan
- Program Management Team Communications Plan

2.3. Annual Report

- Annual Report

3. Design Build

3.1. Constructability Analysis

- Constructability Memo

3.2. Architectural and Landscaping Concepts

- Facility architectural and landscaping design guidelines
- Schematic design review report
- Architectural requirements review report

3.3. Design Guidelines

- Design Parameters
- CAD Standards Guideline
- CAD Templates

3.4. Value Engineering Process and Reviews

- Preliminary Reviews

3.5. Permit Management and Tracking

- Permit Tracking Guidelines and Template

3.6. Start-up, Commissioning, Training and Project Turn-Over

- Standards for O&M Manuals
- Standards for Training
- Guidelines for Close-Out Reports

3.7. Procurement Documentation

- Scope and Services Guidelines

3.8. Estimate Management

- Estimate Preparations Procedures
- Estimate trend Report

3.9. Design and Construction Oversight

- Budget/Schedule Templates
- Change Management Guidelines and Template
- Forms

4. Fixed Asset Management Coordination

- Historical Asset Management Report
- Gap Analysis Reports
- Implementation Roadmaps
- Asset Criticality Report
- Life Cycle Guidelines
- Transition Plan
- O&M Best Practice Reports
- Role Alignment Guide

Workshop & Dedicated Meetings Summary

Workshops	Task	Qty
Kick-off meeting: Goals, Roles and Responsibilities	1	4
Schedule Management Plan	1	7
Program Delivery Plan	1.2	9
Scope Management	1.2.2	8
Communication and Staffing	1.2.3	7
Document Management	1.2.5	9
Website/Electronic Program Management Platform	1.2	10
Project Delivery Compliance	1.2.6	8
Risk Management – Workshops	1.3	8
Safety Plan	1.3.5	5
Quality Management Plan	1.4	25
Master Schedule and Budget	1.5	8
Stakeholder Involvement	2.1	25
Industry Day	2.2.1	2
Exit Gate Process	2.1.3	10
Lunch and Learn Sessions	2.1	5
Reporting and Communications (PR)	2.2	8
Design Charette Workshop – Architectural Concepts	3.2	3
General Design Criteria- Workshops	3.3	5
CAD Workshop	3.3	3
Design, PM and CI Compliance – Workshops	3.3	6
Sahuarita WRF Preliminary Design Review	3.9	2
Sahuarita WRF 60 Percent Design VE Workshop Review	3.9	2
Sahuarita Interconnect Preliminary Design Review	3.9	2
Sahuarita Interconnect 60 Percent VE Review	3.9	2
Green Valley WRF Clean Closure Preliminary Design Review	3.6	2
Green Valley WRF Clean Closure 60 Percent Design VE Workshop Review	3.6	2
Conformance Assessment – new WRC	3.4	2
Permit Management/Tracking Workshop	3.5	2
Chartering Workshop – Sahuarita Interconnect	3.9.5	1
Chartering Workshop – Sahuarita WRF Upgrade/Expansion	3.9.5	2
Chartering Workshop – Green Valley WRF Clean Closure	3.9.5	1
Commissioning/Startup	3.6	4
Fixed Asset Management	4	8

Reoccurring Meetings

Reoccurring Meeting	Qty	Reoccurrence
Co-Work: Year 1	2	Weekly
Co-Work: Year 2-5	2	Monthly
Update Meetings	1	Monthly
Annual Progress	1	Yearly
Misc Meetings	5	Monthly

Appendix A

RLB



Rider Levett Bucknall

33 West Congress Street
Suite 215
Tucson, Arizona 85701

T: +1 520 777 7581

JJM: FP: SWF
28 Feb 2025

Mr. Craig Wenger, PE
Kimley-Horn
3300 E Sunrise Dr. Suite 130
Tucson, AZ 85718

Dear Mr. Wenger:

RE: PIMA COUNTY RWRD – SAHUARITA WATER RECLAMATION FACILITY PROGRAM MANAGEMENT

Thank you very much for inviting Rider Levett Bucknall (“RLB”) to submit a proposal to provide Construction Consulting Services for the Sahuarita Water Reclamation Program Management role.

RLB will adhere to the terms and conditions of Pima County RFQu-2400003828 and the Subconsultant Agreement from Kimley-Horn sent on 27 January 2025, subject to the attached modification

Tasks listed in RFQu-2400003828 are superseded by the task structure provided in the fee template provided by Kimley-Horn on 28 February 2025.

RLB will receive regular communication from Kimley-Horn and will negotiate reasonable notification and duration periods for our deliverables.

Total Proposed Fee = \$569,783.48 (See attached backup)

Specific Exclusions

Please note that our fees generally exclude out-of-pocket expenses (such as; airfares and travel outside the Greater Tucson area; color photocopying; reproduction costs associated with other consultants' documents), which are to be reimbursed at the actual cost to us.

- Detailed labor, material, and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- Travel and other expenses for the Schedule Workshop, which we recommend carrying at \$10,000
- Costs for any Scheduling software beyond Primavera P6

**PIMA COUNTY RWRD – SAHUARITA WATER RECLAMATION FACILITY PROGRAM
MANAGEMENT**

Thank you for the opportunity to submit this proposal. If you find it acceptable as is, please sign below and return it to me.

Finally, thank you again for considering RLB. We sincerely appreciate it.

Yours sincerely,



Scott Macpherson MRICS
Executive Vice President
Rider Levett Bucknall Ltd

Accepted: _____

Position / Title: _____

Date: _____



*Assumes 3% escalation in rates each calendar year.

	Labor Classification	Rate 2025	2025	2026	2027	2028	2029	2030	Total Hours	Total Cost*	Assumptions
Task 1.1 - On Going and Executable Tasks											
Meetings	Principal	\$290.12	27	32	24	24	24	6	137	\$42,245.80	3 hours per month through August 2026 and 2 hours per month through March 2030
Total Task 1.1										\$42,245.80	
Task 1.2 - Project Management Plan											
Participate in Project Management Plan Workshop	Senior Scheduler	\$210.00	8	0	0	0	0	0	8	\$1,680.00	
	Principal	\$290.12	8	0	0	0	0	0	8	\$2,320.96	
Evaluate Delivery Method Scenarios	Principal	\$290.12	0	0	0	0	0	0	0	\$0.00	1 Delivery Method in base fee Task 1.5, additional are LOE
Participate in Delivery Method Review Workshop	Principal	\$290.12	8	0	0	0	0	0	8	\$2,320.96	
Review Change/Claims Management Procedures	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Included in Task 1.5
	Senior Project Manager	\$188.04	8	0	0	0	0	0	8	\$1,504.32	Assumes working with past Pima County documents
	Principal	\$290.12	16	0	0	0	0	0	16	\$4,641.92	Assumes working with past Pima County documents
Review Change Log	Senior Cost Manager	\$188.04	0	0	0	0	0	0	0	\$0.00	LOE - KH WILL BE MANAGING CHANGE LOG IN POWER BI
Maintain Contingency Drawdown Log	Senior Cost Manager	\$188.04	0	0	0	0	0	0	0	\$0.00	LOE - KH WILL BE MANAGING CHANGE LOG IN POWER BI
Review Communication Plan	Principal	\$290.12	4	0	0	0	0	0	4	\$1,160.48	Review only the portion that affects RLB
Review Staffing Plan	Principal	\$290.12	4	0	0	0	0	0	4	\$1,160.48	Review only the portion that affects RLB
Participate in Staffing Workshop	Principal	\$290.12	4	0	0	0	0	0	4	\$1,160.48	
Review Document Management Plan	Principal	\$290.12	4	0	0	0	0	0	4	\$1,160.48	Review only the portion that affects RLB
Integrate WBS and Schedule into Project Management Plan	Senior Scheduler	\$210.00	8	0	0	0	0	0	8	\$1,680.00	Includes initial entry only
Integrate WBS and Budget into Project Management Plan	Senior Cost Manager	\$188.04	8	0	0	0	0	0	8	\$1,504.32	Includes initial entry only
Total Task 1.2										\$20,294.40	
Task 1.3 - Risk Management Plan											
Develop and Prepare Risk Management Plan	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
	Principal	\$290.12	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
Risk Identifications and Qualitative Analysis incl. Risk Register	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
	Principal	\$290.12	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
Participate in Risk Workshop #1	Senior Scheduler	\$210.00	8	0	0	0	0	0	8	\$1,680.00	
Risk Register Review and Update	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
	Principal	\$290.12	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
Prepare Schedule Metrics	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Included in Task 1.5
Develop Cost/Budget Performance Metric Guidelines	Senior Project Manager	\$188.04	24	0	0	0	0	0	24	\$4,512.96	
Prepare and Report Budget Metrics	Senior Cost Manager	\$188.04	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
Develop Schedule Protocols	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Included in Task 1.5
Develop Cost Protocols	Senior Project Manager	\$188.04	8	0	0	0	0	0	8	\$1,504.32	Develop Pay Application Protocols only
Develop Estimate Cost Escalation Forecasting Plan	Principal	\$290.12	12	0	0	0	0	0	12	\$3,481.44	
	Senior Cost Manager	\$188.04	12	0	0	0	0	0	12	\$2,256.48	
Annual review of Cost Escalation Mitigation Plan	Principal	\$290.12	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
	Senior Cost Manager	\$188.04	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
Total Task 1.3										\$13,435.20	



*Assumes 3% escalation in rates each calendar year.

[illegible]



*Assumes 3% escalation in rates each calendar year.

	Labor Classification	Rate 2025	2025	2026	2027	2028	2029	2030	Total Hours	Total Cost*	Assumptions
Task 3.8-Estimate Management											
Develop Estimate Preparation Procedures	Senior Cost Manager	\$188.04	12	0	0	0	0	0	12	\$2,256.48	Includes Formatting Protocols with Builders and Project Manager Firms only
Review 30% Program Cost Estimate	Senior Cost Manager	\$188.04	0	92	0	0	0	0	0	\$17,818.67	Includes High-Level Review - Detailed Estimate by Project Management firm
Review 60%/GMP 1 SWRF Pricing	Senior Cost Manager	\$188.04	0	0	92	0	0	0	0	\$18,353.23	Includes High-Level Review - Detailed Review by Project Management firm
Review GMP 2 SWRF Pricing	Senior Cost Manager	\$188.04	0	0	92	0	0	0	0	\$18,353.23	Includes High-Level Review - Detailed Review by Project Management firm
Review 75%/GMP 1 Interconnect Pricing	Senior Cost Manager	\$188.04	0	0	40	0	0	0	0	\$7,979.67	Includes High-Level Review - Detailed Review by Project Management firm
Review GMP 2 Interconnect Pricing	Senior Cost Manager	\$188.04	0	0	40	0	0	0	0	\$7,979.67	Includes High-Level Review - Detailed Review by Project Management firm
Incorporate Soft Costs into DB's 30% Estimate for Program Cost	Principal	\$290.12	0	24	12	0	0	0	0	\$10,865.23	
Develop and Maintain Program Estimate Trend Report	Senior Cost Manager	\$188.04	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
Total Task 3.8										\$83,606.17	
Task 3.9-Design and Construction Oversight											
Incorporate each DB Schedule into Master	Senior Scheduler	\$210.00	0	72	48	60	0	0	180	\$40,035.83	Review milestones and incorporate summary activities only; Includes 30% Schedule and 1 update per GMP each project (assumes 2 GMPs per each DB project)
	Principal	\$290.12	0	4	0	0	0	0	4	\$1,195.29	
Recovery Schedules	Senior Scheduler	\$210.00	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
	Project Manager	\$188.04	0	0	0	0	0	0	0	\$0.00	Excluded - LOE as Required
DB RFQ Schedule-Related Support	Senior Scheduler	\$210.00	0	20	0	0	0	0	20	\$4,326.00	
	Principal	\$290.12	0	20	0	0	0	0	20	\$5,976.47	
Compile As-built Schedule	Senior Scheduler	\$210.00	0	0	0	0	0	12	12	\$2,921.37	
Total Task 3.9										\$54,454.97	

\$569,783.48 Proposed Grand Total

RLB Rate Table	2025	2026	2027	2028	2029	2030
Senior Scheduler	\$210.00	\$216.30	\$222.79	\$229.47	\$236.36	\$243.45
Principal	\$290.12	\$298.82	\$307.79	\$317.02	\$326.53	\$336.33
Senior Cost Manager	\$188.04	\$193.68	\$199.49	\$205.48	\$211.64	\$217.99
Senior Project Manager	\$188.04	\$193.68	\$199.49	\$205.48	\$211.64	\$217.99
Senior Schedule Manager	\$210.00	\$216.30	\$222.79	\$229.47	\$236.36	\$243.45
Cost Manager	\$161.18	\$166.02	\$171.00	\$176.13	\$181.41	\$186.85

Herman Contracting



February 25, 2025

To: Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718

Re: Pima County Regional Wastewater Treatment Facility near Sahuarita

Attn: Erin Lansey

Please accept the following budget for anticipated services on the Pima County Regional Wastewater Treatment Facility near Sahuarita project. Herman Contracting will bill a Senior Construction Consultant at a rate of \$200.00 per hour for the types of tasks listed below, as well as other requests made by Kimley-Horn or Pima County up to \$40,000.

Task 1 - Project Management Plan scope:

Task 1.1: Ongoing Executable Tasks

Provide constructability insights, ensuring efficient labor coordination, optimal equipment management, and effective risk mitigation throughout the project.

Task 3 - Design Build scope:

Task 3.1: Constructability Analysis

Evaluate efficiency of labor, crew schedules, and coordination, compare equipment costs, manage documents using the construction platform, mitigate construction risks and help to predict changes by leveraging field experience, and analyze current lead times and bid prices.

Task 3.3: Design Guidelines

Review and provide recommendations in as the design guidelines are being developed to ensure that methods and phasing are constructible, efficient, and to industry standard.

Task 3.6: Start-up and Commissioning

Provide insight on the commissioning and turnover of the newly constructed treatment facility, including guidance on punch list items and processes.

Task 3.9: Design Oversight

As the treatment plant and conveyance pipelines are designed, will provide feedback on constructability, challenges, risks, special inspections, quality assurance and communication from a construction standpoint.

George J Herman
President



Task Number	Task Name	\$ per hour	\$ 200.00
		Scope Cost	Sr Const
			Hours per Discipline
1	Program Management	\$8,000.00	
1.1	Ongoing and Executable Tasks	\$8,000.00	40
3	Design Build	\$32,000.00	
3.1	Constructability Analysis	\$12,000.00	60
3.3	Design Guidelines	\$6,400.00	32
3.6	Start-up, Commissioning, Training and Project Turnover	\$3,600.00	18
3.9	Design Oversight	\$10,000.00	50
	Grand Total	\$40,000.00	

LRE



February 25, 2025

Erin Lansey
Senior Project Manager | Kimley-Horn
13300 East Sunrise Drive Suite 130
Tucson, AZ 85718

RE: LRE Water Proposal for Hydrogeologic Services for Pima County Wastewater - Phase I

Dear Ms. Lansey,

LRE Water is pleased to submit our initial proposal to support Kimley-Horn on the upcoming Program Management for Pima County Wastewater.

Project Background

Pima County Wastewater is undertaking a comprehensive wastewater reclamation initiative under the Sahuarita Wastewater Reclamation Facility Program Implementation. As outlined in the RFQ, the program involves managing multiple design-build projects aimed at modernizing wastewater treatment and reclamation processes over a five-year term. The overall effort is designed to integrate all aspects of project planning, design, construction, and operations management to meet stringent environmental and regulatory standards.

A critical component of this initiative is ensuring that effluent disposal systems are optimally designed to protect local groundwater resources. As a member of the Program Management Team with Kimley-Horn, LRE Water will leverage its specialized hydrogeologic expertise to ensure that the wastewater reclamation program meets both technical and regulatory requirements.

It is our understanding that the project will be completed in phases. The initial phase will include participation in the **Constructability Analysis (Task 3.1)** and **Permit Management (Task 3.5)**.

The following is the LRE Water proposed Phase I Scope of Services:

Task 1.0: Constructability Analysis

We will work closely with Kimely-Horn to evaluate effluent disposal options. Our analysis will identify solutions that will provide beneficial use and efficiency for effluent disposal to support the project's overall strategy. We will also evaluate the constructability of the effluent strategy, meet with project stakeholders, and provide recommendations based on established project objectives.

Task 2.0 Permit Management

This task includes a permitting review associated with the selected effluent disposal strategy. A permitting road map will be provided to outline the required permits, regulatory milestones, and anticipated challenges.

Assumptions

LRE has made assumptions to prepare this Scope of Services and Fee Estimate. These assumptions are listed below.

- This proposal covers only the initial scope described above. The estimate fee assumes 10 hours for a Principal Senior Advisor (\$245), 20 hours for a Project Manager (\$215 per hour), and 20 hours for a Staff II Hydrogeologist (\$146 per hour).
- Expenses consist of out of Tucson mileage for in-person meetings.
- All data required for the alternatives evaluation and permitting roadmap is available from Pima County Wastewater and relevant agencies.
- No subcontractors or subconsultants will be required for this task. No field data collection will be conducted by LRE Water staff. Phase I will consist of a desktop study only and meetings with the Project Team.
- Additional hydrogeologic services or scope modifications identified during project execution will be addressed in a supplemental proposal and fee schedule.
- All tasks will be executed on a time and materials basis within the budgeted amount, with adjustments subject to a separate scope and fee proposal if additional services are required.
- The Fee Estimate has been developed using LRE Standard 2025 rates (Attachment 1).

These assumptions are subject to change based on information gained from the data collection and specific requests from the team. However, LRE will not deviate from these assumptions without written authorization from the team.

Fee Estimate and Payment

LRE estimates the proposed Scope of Services can be completed on a time and materials basis for \$10,000. Invoices are submitted monthly for actual time and expenses incurred during the billing period.

Proposal for Hydrogeologic Services Pima County Wastewater Program Management Phase I
February 25, 2025

Fee Estimate					
Task No.	Task Name	Hours	Labor	Expenses	Project Total
1	Constructability Analysis	25	\$4,835	\$165	Total
2	Permit Management	25	\$4,835	\$165	\$5,000
Totals		50	\$9,670	\$330	\$10,000

We look forward to collaborating with your team to provide Pima County Wastewater with the high-quality technical support they require. If you have any questions, please contact Lauren Handley at 602-717-0202.

Sincerely,

LRE Water



Lauren Handley R.G.
Southwest Regional Director

Attachment 1 – Rate Schedule

Attachment 1 – Rate Schedule

**LRE WATER
2025 RATE SCHEDULE**

January 1, 2025

	<u>Hourly Rate</u>
Student Intern.....	\$70 - \$120
Data Processor/Admin Support	\$80 - \$150
Technician/IT Support	\$100 - \$175
Staff I	
Engineer/Hydrologist/Geologist/Scientist	\$115 - \$160
Staff II	
Engineer/Hydrologist/Geologist/Scientist	\$125 - \$180
Staff III	
Engineer/Hydrologist/Geologist/Scientist	\$135 - \$190
Project/ IV	
Engineer/Hydrologist/Geologist/Scientist	\$160 - \$200
Senior Project/ V	
Engineer/Hydrologist/Geologist/Scientist	\$170 - \$220
Project Manager	\$180 - \$260
Senior Project Manager	\$190 - \$290
Principal, Senior Advisor	\$200 - \$300

Safety Health & Environmental Consulting



Professional Services Agreement for

“Kimley-Horn”

for

**PROGRAM MANAGMENT SERVICES:
SAHUARITA WASTEWATER RECLAMATION
FACILITY PROGRAM (SWRFP) IMPLEMENTATION,
Award #2400003828
“Task 23 Safety Plan”**

SCHEDULE A

STATEMENT OF SERVICES AND FEE SCHEDULE

SERVICES

During the period beginning _____ and ending _____ the Consultant shall:

Consultant will provide SWRFP CIP with a Safety Advisor focusing on “Best Management” practices in order to maximize safety compliance and effectiveness on the Project sites. Best Management practices will be employed that allow the Safety Advisor to work with program staff, consultants and contractors to integrate both the safety and risk management elements with the goal of achieving a safe worksite.

All SWRFP Program contractors and their subcontractors will have full and total responsibility for the safety of their employees and job site safety. All prime contractors will provide a qualified full-time, safety representative for their designated project.

Task 23 Deliverables

Deliverables to be developed for this task consist of the following:

- Provide Safety Advisor
- Safety Performance Report formats

Task 1.1: Ongoing Executable Tasks

- Safety Meetings and Consultation
- If an incident occurs during Program Management, SHE will be brought in to investigate and provide recommendations for remedial action.

Task 3: Design Build

- Review of design health and safety plans drawings for identification of potential safety issues during construction and after the plant is turned over for Pima County maintenance
- If an incident occurs during construction, SHE will be brought in to investigate and provide recommendations for remedial action.

FEES

Description	Qty	Unit Cost	Total Cost
Safety Performance Report Formats (Billed as part of the Safety Advisor function)	-	-	-
Safety Advisor	255 Hours	\$51,000	\$51,000
		Total Billable Sum	\$51,000

Task Number	Task Name	<i>\$ per hour</i>	<i>\$ 200.00</i>
		Scope Cost	Johanna <i>Hours per Discipline</i>
1	Program Management	\$23,000.00	
1.1	Ongoing and Executable Tasks	\$19,000.00	95
1.2	PMP	\$4,000.00	20
3	Design Build	\$28,000.00	
3.1	Constructability Analysis	\$4,000.00	20
3.3	Design Guidelines	\$4,000.00	20
3.9	Design Oversight	\$20,000.00	100
	Grand Total	\$51,000.00	

The Client will be billed on a time and materials basis, in accordance with the billing rates set forth below:

The Consultant will work for 255 hours. Any unused hours will not be rolled over to subsequent projects. The Consultant will track her time and get pre-approval in writing on anything over 255 hours. The Client will be billed every two weeks, payment due upon receipt. At the end of the project, the Client and Consultant will decide whether or not to renew the service agreement.

The Client will be billed if there is a cancellation within 24 hours.

There will be 'rescoping' and adjusting the breakdown of cost based on the requests that come up during the program. It is anticipated that this will happen on an annual basis as the project moves forward. A change log will be used to track the requested tasks, and the cost associated with that task based on applicable hours required before initiating the task.

There will be an annual pay rate adjustment via amendment.

CLIENT RESPONSIBILITIES

The Client will provide the Consultant with complete autonomy with which to work to include providing the following items:

1. Security access
2. Office space
3. Site map
4. Organizational chart
5. Process flow charts
6. Past three years of annual training records for Prime and Subcontractors
7. Most recent three years of OSHA 300 and 300A Forms for Prime and Subcontractors
8. Any EPA, OSHA, or DOT permits for Prime and Subcontractors
9. Any audit results, notifications of deficiencies, and all EPA, OSHA, DOT, civil or criminal violations for the past three years, and corrective actions taken for Prime and Subcontractors
10. List of any highly hazardous chemicals, and include acute and chronic effects along with the necessary PPE requirements, and protective controls in place
11. Provide a copy of the existing EHS Programs and New Hire Orientation Program, General Safety rules that are in place, and including Contractor and Visitor On-Site Requirements
12. Emergency procedures including contractor responsibilities, evacuation plans and response activities
13. List of any hazardous waste streams and where they go

Culp & Kelly

The C&K team will work closely with Kimley-Horn and Pima County Regional Wastewater Reclamation Department leadership as the project planning and implementation proceeds. We will provide strategic advice to Kimley-Horn related to Program Management, including regional water management issues and objectives, regulatory context and permitting issues, and the mechanisms for development, management, and implementation of the proposed regional wastewater system.

During the initial phase of work, the C&K team will undertake an initial review of potential legal issues, identify the relevant regulatory context(s) and potential permitting concerns and strategies, review the feasibility of proposed system designs, components, and governance mechanisms and identify opportunities for improvements or streamlining, and provide other relevant legal and policy advice as needed.

Task 1 – Program Management

- Participate in initial meetings between KH, Pima County, and other leadership team members.
- Provide early input on the broader proposed design of the regional wastewater system, and provide strategic advice related to the organization, formation, governance issues, and implementation of regional wastewater management systems.
- Provide input on potential pathways for the use and disposition of resulting effluent for the benefit of the County and the various participants in the regional wastewater system.
- Review deliverables as needed.

Task 2 - Public Outreach and Communications

Task 2.1: Stakeholder Involvement

- Review and provide feedback on the law and policy aspects of public stakeholder involvement plan and identify options to limit potential for conflicts with key stakeholders and community members.
- Advise on legal considerations for public meetings with the Project Committee (PC) and stakeholders.

Task 3 - Design Build

Task 3.1: Constructability Analysis

- Provide legal and regulatory review relevant to constructability issues as needed, ensuring compliance with relevant regulatory and contractual requirements.

Task 3.5: Permit Management and Tracking

- Identify required or potentially required permits and provide legal and policy guidance on the permitting process, agency outreach and engagement, management of public notice and participation processes, and execution strategy.

Task 3.9: Design Oversight

- Provide legal support, policy guidance, and strategic advice during the design phase, addressing regulatory compliance and risk management issues, and identifying opportunities for consolidation, streamlining, or coordination of proposed facilities to better achieve regional objectives, including opportunities for the disposition of effluent among participants in the regional wastewater system.

C&K Rate Schedule

Assigned Personnel	Regular Hourly Rate (2025)	Pima County Project Rate	Net Discount
Joan Card	\$641.00	\$450	30%
Peter Culp	\$641.00	\$450	30%
Kelly Kennedy	\$456.00	\$319	30%

Task Number	Task Name	<i>\$ per hour</i>	<i>\$ 450.00</i>	<i>\$ 450.00</i>	<i>\$ 319.00</i>
		Scope Cost	Joan	Peter	Kelly
			<i>Hours per Discipline</i>		
1	Program Management	\$11,631.70			
1.1	Ongoing and Executable Tasks	\$5,048.00	5.8	4	2
1.2	PMP	\$6,583.70	8	5	2.3
2	Public Outreach and Communication	\$3,926.80			
2.1	Stakeholder Involvement	\$3,926.80	5	2	2.4
3	Design Build	\$9,441.50			
3.1	Constructability Analysis	\$2,184.50	4	0.5	0.5
3.5	Permit Management and Tracking	\$3,469.00	5	2	1
3.9	Design Oversight	\$3,788.00	5	2	2
Grand Total		\$25,000.00			

BWS



February 28, 2025

**Kimley-Horn
3300 East Sunrise Drive, Suite 130
Tucson, AZ 85718**

ATTN: Erin Lansey | Senior Project Manager

**RE: Architectural Services Fee Proposal
PCRWRD Pima County Sahuarita Program Manager**

Dear Ms. Lansey,

BWS Architects is delighted to provide this proposal for architectural services for the PCRWRD Pima County Sahuarita Program Manager. The basis for this proposal is the Pima County Request for Qualifications RFQu-240000328 and per your email of February 25, 2025 as indicated below.

Scope of Project

Task 3.2: Architectural and Landscaping Concepts

- Architectural components will be reviewed to align with PCRWRD's branding, design uniformity, and overall vision.
- Define program elements that balance constructability, value, cost-effectiveness, sustainability, maintenance requirements, aesthetic impact, and environmental performance, including energy conservation measures.
- Prepare guidelines for the facility design that require LEED standards for new construction and that architectural guidelines align with the SWRFP
- Architectural design development and construction documentation will be reviewed at 30%, 60%, and 90% completion milestones to ensure consistency with the Schematic Design intent.

Deliverables

- Facility architectural guidelines development
- Schematic design review report
- Detailed architectural requirements review report
- Workshop – architectural concepts

BURNS WALD-HOPKINS SHAMBACH ARCHITECTS

261 North Court Avenue

Tucson, Arizona 85701

Tel: 520.795.2705 Fax: 520.795.6171

WWW.BWSARCHITECTS.COM

Compensation: A Not to Exceed Fee of \$80,000 for time and materials per the attached BWS Architects Hourly Rates

Services beyond those specifically identified above will be considered Additional Services and will be compensated additionally at an hourly rate the attached rate sheet

Reimbursable Expenses: Miscellaneous direct expenses such as copying, printing, etc. will be reimbursed at cost.

Owner-furnished Services

We understand that the Owner will be responsible for providing the following services and information, if required:

Design and Documentation
Engineering Services
Estimates of Probable Cost
Archaeological and environmental assessments
Payment of all permits and fees
Vendor-furnished design of telecom, security, photo-voltaic and other special systems
Environmental Testing and/or assessment

Erin, thank you for the opportunity to work with Kimley-Horn on this important project for Pima County. We look forward to collaborating with you. Please let us know if you have any questions or concerns.

Sincerely,
BWS Architects

A handwritten signature in black ink, appearing to read "Robin Shambach". The signature is fluid and cursive, with a large initial "R" and a long, sweeping underline.

Robin Shambach AIA LEED AP
Principal



BWS ARCHITECTS, INC
Hourly Rates 2025

Principal	\$218
Project Manager Design Architect	\$218
Sr. Project Architect	\$205
Project Architect	\$149
Project Coordinator	\$127
Specification Writer	\$114
Architectural Designer	\$111
Architectural Intern	\$50
Admin/Clerical	\$69

■ **Tucson**
261 N. Court Avenue
Tucson, AZ 85701 | 520.795.2705

■ **Phoenix**
4636 N. 32nd Street
Phoenix, AZ 85018 | 480.980.9054

Task Number	Task Name	<i>\$ per hour</i>	<i>\$ 69.00</i>	<i>\$ 50.00</i>	<i>\$ 111.00</i>	<i>\$ 114.00</i>	<i>\$ 127.00</i>	<i>\$ 149.00</i>	<i>\$ 205.00</i>	<i>\$ 218.00</i>	<i>\$ 218.00</i>
		Scope Cost	Admin	Intern	Designer	Writer	Proj Coord	Proj Architect	Sr Proj Architect	Proj Mngr	Principal
			<i>Hours per Discipline</i>								
1	Program Management	\$14,517.60									
1.1	Ongoing and Executable Tasks	\$14,517.60	0	0	20	0	5	29.4	10	20	4
3	Design Build	\$65,482.40									
3.2	Architectural and Landscaping Concepts	\$65,482.40	20	38	100	29.2	10	200	20	47.8	10
	Grand Total	\$80,000.00									

END OF EXHIBIT B - COMPENSATION SCHEDULE

EXHIBIT C – SUPPLEMENTAL PROVISIONS (16 Pages)

Introduction

PCRWRD has determined that additional and specialized resources are required for the program management implementation of the Capital Improvement Program (CIP) related to the Sahuarita Wastewater Reclamation Facility Program (SWRFP). The program management scope of services to assist the PCRWRD in its implementation of SWRFP CIP follows.

PCRWRD is implementing the \$300 million, as reported in 2024 construction dollars, SWRFP CIP that requires the services of a program management team to assist in managing the program. The SWRFP is currently envisioned as three main projects: 1) An advanced Water Reclamation Facility; 2) An Interceptor/Interconnect between the Green Valley WRF and other connection points and the new Advanced Water Reclamation Facility; 3) The Clean Closure of the Green Valley Water Reclamation Facility. There may be other as of yet unidentified ancillary projects that may be needed to complete the SWRFP.

Consultant shall provide resources and expertise on two levels. The first is on the Program level, where Consultant's Program Manager, shall work with PCRWRD's Management to deliver SWRFP. Listed below are the specific tasks and areas that shall be addressed, along with the deliverable and tools that shall be utilized.

The second level is Personnel Resources. Consultant is expected to provide a wide range of personnel resources for ongoing activities and program management planning and development, as described below. The exact number and type of personnel shall vary over the time based on the various phases of the program. This shall be more fully developed during the initial months of the program management activities; however, it is possible that personnel resource services may be needed by PCRWRD upon the execution of the Agreement between the Parties. An organization chart of the key Consultant personnel assigned to the project is attached.

Consultant will develop and implement the program management systems indicated in the following scope. Any further development and ongoing operation may be limited by budgetary constraints.

The following scope has been established with the intent of defining as many scope items as possible as finite work efforts. The cost ceiling applicable to the cost-plus fixed fee portions of the work will be a cumulative ceiling; such that under runs on a particular task can be transferred to another task. This is in accord with the principles of a cost-plus-fixed-fee agreement. For scope items which at the time of execution of this document cannot be defined to the extent that a cost ceiling could be developed, a Level of Effort (LOE) has been developed to which the fixed fee would be applied. If the actual LOE for a particular Task is below the estimate, a reduction in fixed fee will occur. Efforts, beyond the level of effort prescribed herein would include consideration for additional fixed fee. Consultant will advise PCRWRD in advance if an increase in LOE is required for a particular LOE Task. Specific scope items that are identified as LOE are identified below under each Task and is listed as a LOE deliverable for that Task. The level of effort for the undefined tasks will be provided under Task 28 as described below and an allotment for these services are provided in the cost estimate.

SPECIFIC PROGRAM MANAGEMENT REQUIREMENTS - ONGOING RESPONSIBILITIES

TASK 1 PROGRAM MANAGEMENT PLAN

Consultant shall monitor and provide guidance on the cost, schedule, scope and quality objectives of the SWRFP with the goal that PCRWRD follows the best management practices in the execution of the work. It is recognized that this is a substantial objective given that Consultant does not have control of all the resources involved in Program delivery. It therefore requires Consultant take the lead in addressing issues that may get in the way of "successful delivery" and work with PCRWRD to propose, identify and recommend/implement timely solutions. Consultant shall advise on daily management processes and develop forecasting techniques that will provide visibility into potential future problems, so practices may be corrected before they grow into significant issues.

Subtask 1.1 – Program Delivery Plan

Consultant shall prepare a program delivery plan that will describe the processes and procedures to be used for program management of the SWRFP CIP. This comprehensive document shall consist of the following items:

- Program schedule (by project and sub-projects)

- Master budget and work breakdown structure (WBS)
- Program review/assessment by project
- Communications plan, linked to task 26
- Program management services and tasks

Subtask 1.2 – Program Staffing Plan

A combined plan staffing chart shall be developed along with a chart for design phase and a chart for construction. The staffing organization chart, defined roles and responsibilities for the positions identified and the resource loaded schedule constitute the Staffing Plan.

In general, Consultant shall initially provide key resources to establish the processes and procedures for performing the program management services. This shall include the submittal of plans and reports along with workshops to secure buy-in on the program management approach and assure agreement on the approach for implementation and training.

After the program management procedures and processes have been developed, appropriate training/familiarization has been completed and responsibility for implementation assumed by PCRWRD staff, Consultant resources shall be shifted to monitor implementation and utilization of the Program Management processes and procedures and reviewing monthly performance to verify progress is being made against the baseline schedule and budget. Where progress falls short or forecasts indicate potential future issues, advice on corrective actions shall be provided to PCRWRD.

In addition to the specific services described below, if requested, consultation on how to plan, organize and implement elements of a major capital delivery program shall be provided. Consultant shall provide staff with considerable experience in managing and implementing large wastewater programs.

Additional areas could include, but not limited to, staff organization, additional business tools and processes, consultant/contractor relations, coordination with other departments, effective technology, all with the objective of reducing program costs and providing the best business processes for PCRWRD. In addition to the specific staff assignments in the Consultant staffing organization plan, Consultant shall make available resources that allow response to unexpected situations, where an immediate response will keep the Program moving forward. The program management team shall have considerable technical and management resources that can be quickly assembled to meet a challenge and demobilized when the resolution is achieved. Additional resources would be requested and be provided on a level of effort (LOE) basis.

Task 1 Deliverables

Deliverables to be developed as a part of this task include the following:

- Definition of specific and measurable Program Goals developed in concert with PCRWRD Management
- A document entitled SWRFP CIP Program Management Plan which the Consultant PM shall update quarterly and review with PCRWRD Management. The SWRFP CIP Program Management Plan shall be comprised of the Program Delivery Plan and the Program Staffing Plan, as further described below. Updates of the Program Management Plan shall incorporate the results of subsequent tasks.
- Program Delivery Plan within 90 days of notice to proceed and procedures including Consultant resources, processes and procedures for delivering the SWRFP CIP program
- Program Staffing Plan
- Quarterly updates to Staffing Plan
- Workshop – goals, roles and responsibilities

TASK 2 SCOPE MANAGEMENT

Consultant shall conduct a review and assessment of the SWRFP CIP projects at the outset of the work. Project scopes shall be defined within the WBS and by components that can be tracked (e.g. design criteria). This scope shall be incorporated in the initial Project Delivery Plan. Level of detail of the components will be developed in the workshops. Consultant shall establish a process whereby subsequent changes to the scope will be documented and trigger a trend process, such that the cost and schedule impacts of any change in scope can be assessed, evaluated and resolved in a timely manner.

Task 2 Deliverables

Deliverables to be developed as a part of this task include the following:

- Project data forms for each project
- Trend procedure for project scope change
- Workshop – (combines tasks 2, 13, 20 and 26)

TASK 3 DOCUMENT MANAGEMENT

Consultant shall review the documentation requirements and current management processes. With that information, system criteria shall be developed for document management for the SWRFP CIP. At the same time a review of what Pima County Project Management Application (PMA) has specified for hardware and software in their recent offering and any recommended solutions that are developed for document management use shall be incorporated into the document management plan. Coordination with their processes is desirable but is not absolutely necessary. Recommendations shall be made, a system installed and protocols for filing and document distribution established.

In view of budgetary constraints, after the first year of operation, Consultant may transfer operation of the document management system to the County after consultation with County. Consultant shall not have an ongoing responsibility to maintain the document retention and retrieval system with utilization of the selected software. Where original documents are to be received and stored and the process for obtaining digital records of documents shall be determined. The system shall be set up to support large scale retrieval of documents to support a claim or change process. Consultant shall also be responsible for the final archiving process of project records in archival format acceptable to PCRWRD. This is an LOE task.

As part of Consultant's program management tasks, standard formats for documents and other submittals shall be prepared. Formats shall be initially established in the Document Management Plan, and, as an ongoing task, updates and additional formats shall be developed.

Task 3 Deliverables

Deliverables to be developed as a part of this task include the following:

- Document Management Plan
- Recommended software
- Assistance with implementation, training and support (LOE)
- Document management workshop – implementation discussion

TASK 4 WEB-BASED ELECTRONIC REPORTING

Consultant shall develop a means of distributing project performance information through a website. Consultant will build a website to store project cost and schedule status reports, along with general program information such as calendars and bulletins. Integration with County owned PowerBI and/or MasterWorks software is preferred.

Consultant shall develop and maintain a County system. Consultant shall download all project data into the County system at the end of the performance period of this contract.

Task 4 Deliverables

Deliverables to be developed as a part of this task include the following:

- Provide program website layout report
- Operate SWRFP website with cost and schedule status information (one year) (LOE)
- Provide monthly updates and cash flow curves for each project
- Implement system enhancements (LOE)

TASK 5 DELIVERY METHOD REVIEW

Consultant shall confirm the proposed delivery method for each SWRFP CIP project and identify the steps necessary to implement the chosen methods. A responsibility matrix shall be prepared for the steps identified to make sure the necessary tasks have designated owners, and that required inter-departmental resources are available.

Once the tasks and matrices are complete, a workshop shall be conducted with PCRWRD, County Procurement, County Legal, Consultant alternative delivery experts, and Consultant Legal subcontractor to reach consensus on the assignment of responsibilities.

Task 5 Deliverables

Deliverables to be developed as a part of this task include the following:

- Draft memorandum documenting the results of the workshop
- Final memorandum incorporating resolution of all PCRWRD comments and resulting in an update of Program Scope
- Workshop – implementation discussion

TASK 6 STAKEHOLDER INVOLVEMENT PLAN

The Program management team shall work with PCRWRD to identify the program stakeholders on an annual basis and develop a communication plan to address the needs of the various parties. Some of the stakeholders will be outside the PCRWRD, in other departments within the County. Other stakeholders could be outside the County operations.

Subtask 6.1 – Stakeholder Interview

Obtaining stakeholder “buy-in” is a key to the successful implementation of the SWRFP program results. Stakeholders as identified by PCRWRD and the program management team shall be interviewed. Representative questions to be asked of each stakeholder identified shall be as follows:

- What will success look like?
- What are the goals and needs?
- What needs to happen for success?
- What are the three most difficult/important issues that have to be worked through?
- What issues can be addressed with confidence; with no confidence?
- What has worked well; what hasn't?

Results of these interviews shall be compiled and used as part of the evaluation of program progress as well as establishing customer requirements.

Subtask 6.2 – Exit Gate Process Development

The exit gate process is an effective way to assure that stakeholder departments participate in the project development process at a time when their inputs are needed. Consultant shall review the project phasing, organization and business processes and develop a recommended plan for planning, scheduling and schedule and conduct exit gate meetings in coordination with the County Program Liaison. Criteria for information to review at the exit gate meetings shall be developed along with recommended attendees and presenters.

Consultant shall conduct the exit gate meetings and assure that subjects are thoroughly covered and documented. The effort is based on 10 exit gate meetings. Included shall be monitoring of the process and adjustments shall be made where necessary to improve the efficiency and effectiveness of the meetings. Consultant shall also monitor action items from the meetings.

Subtask 6.3 – Workshop Schedule

A series of workshops shall be provided for PCRWRD staff to transfer information and knowledge. The anticipated workshops related to the various tasks in this scope of services are listed below:

Number	Workshops	Related Task
1	Goals, Roles and Responsibilities	1
2	Scope Management	2, 14, 21, 27
3	Document Management	3
4	Delivery Method Review	5
5	Exit Gate Process	6

Number	Workshops	Related Task
6	Workshop – Architectural Concepts	9
7	General Design Criteria- Workshop One	10
8	General Design Criteria – Workshop Two	10
9	General Design Criteria – Workshop Three	10
10	General Design Criteria - Workshop Four	10
11	General Design Criteria – Workshop Five	10
12	CAD Workshop	10
13	Design, PM and CI Compliance – Workshop One	11
14	Design, PM and CI Compliance – Workshop Two	11
15	Design, PM and CI Compliance- Workshop Three	11
16	Design, PM and CI Compliance- Workshop Four	11
17	Design, PM and CI Compliance- Workshop Five	11
18	Design, PM and CI Compliance- Workshop Six	11
19	Sahuarita WRF Preliminary Design Review	12
20	Sahuarita WRF 60 Percent Design VE Workshop Review	12
21	Sahuarita Interconnect Preliminary Design Review	12
22	Sahuarita Interconnect 60 Percent VE Review	12
23	Green Valley WRF Clean Closure Preliminary Design Review	12
24	Green Valley WRF Clean Closure 60 Percent Design VE Workshop Review	12
25	Conformance Assessment – new WRC	12
26	Permit Management/Tracking Workshop	13
27	Chartering Workshop – Sahuarita Interconnect	14
28	Chartering Workshop – Sahuarita WRF Upgrade/Expansion	14
29	Chartering Workshop – Green Valley WRF Clean Closure	14
30	Commissioning/Startup...	15
31	Schedule Management Plan	17
32	Fixed Asset Management	22
33	Safety Plan	23
34	Risk Management – Workshop One	25
35	Risk Management – Workshop Two	25

Subtask 6.4 – Public Information Plan

As an ongoing task Consultant shall prepare presentations on program performance and be prepared to deliver these presentations as requested to public groups.

Task 6 Deliverables

Deliverables to be developed as a part of this task include the following:

- Interview 20 stakeholders
- Exit Gate Plan

- Exit gate workshop – process review
- Ten (10) exit gate reports
- Prepare and submit workshop summaries
- Preparation of presentation materials for six (6) public presentations.

TASK 7 CONSTRUCTABILITY ANALYSIS

Consultant shall perform constructability reviews of the SWRFP CIP projects during the pre-design phase in order to analyze the time allotted for construction; identify construction schedule risks; verify the needs and availability of construction staging areas, access, and utilities; and review operational constraints and interfaces between projects.

Task 7 Deliverables

Deliverables to be developed as a part of this task include the following:

- Draft constructability memorandum for each project
- Final constructability memorandum for each project

TASK 8 PERFORMANCE MEASUREMENTS AND MANAGEMENT

Measuring project performance is a key element of Consultant's scope of work. Consultant shall develop the cost and schedule performance measures that Project Managers need to report against and these will be built into the project reports. Performance measures consist of the following:

- Current budget compared to original budget
- Current forecast at completion compared to baseline cost at completion
- Current monthly cash flow forecast versus baseline monthly cash flow
- Current milestone schedule completion compared to baseline milestone completion
- Basic variance analysis - % physical complete vs. % costs expended vs. % time expended
- For the larger contracts Consultant will recommend cost loaded schedules to be submitted for engineering and construction. Earned value metrics would be developed each period comparing the planned work scheduled, actual work performed and the cost of the actual work performed.

On monthly basis Consultant shall review the project performance information, on the proposed corrective actions. These recommendations shall be written but will also be presented at monthly program performance review meetings.

Task 8 Deliverables

Deliverables to be developed as a part of this task include the following:

- Performance Metrics Report with definitions and processes for measurement
- Monthly program performance report

TASK 9 ARCHITECTURAL AND LANDSCAPING CONCEPTS

For consistency in architectural and landscaping concepts and presentations of the new facilities, architectural components of the Pima County wastewater facilities shall be defined for the design engineer/architect. The program elements of architectural design shall be consistent with a vision to provide design uniformity with desired branding and identity for PCRWRD facilities.

Facility design performance characteristics shall be defined in terms of constructability, value, cost effectiveness, sustainability, maintenance requirements, aesthetic impact and environmental and energy usage and conservation. The LEED standard for new construction shall be outlined for the project elements.

Architectural principles of design and performance characteristics, or guidelines, consistent with the SWRFP shall be identified for the preliminary design process, impacting facility massing, size, composition, scale, contextual relationships, material usage, placement, details and applications. Sustainable landscaping plantings and features compatible with the Sonoran Desert shall be identified for use in combination the architecture exteriors.

Specific building conceptual design drawings in three-dimensional format will be required of the project design professional team at the 30 percent design to show the design vocabulary embodied in the different structures to be constructed.

Conceptual designs shall be thoroughly reviewed by the program management team and PCRWRD for compliance with the optimum balance of applied design criterion.

Final Schematic Design Documents in two- and three-dimensional format, including floor plans, elevations and perspective drawings that clearly specify and depict the approved results and content of the conceptual design for the SWRFP shall be reviewed at the 60 percent design.

Review of the architectural design development and construction contract documentation for consistency with Schematic Design content and intent shall occur at the formal review processes at 30%, 60% and 90% completion milestones. Consultation with architectural consultant shall also occur on an as needed, less formal basis to ensure that needed input, control and direction is not delayed in the development of final documentation.

Task 9 Deliverables

Deliverables to be developed as a part of this task include the following:

- Facility architectural and landscaping design guidelines development
- Schematic design review report
- Detailed architectural requirements review report
- Workshop – architectural concepts

TASK 10 DESIGN GUIDELINES

Design guidelines shall be developed in three parts to outline the minimum requirements for the SWRFP facilities. Some of the requirements will be general and others very specific based on the experience of the program management team members and the experience of PCRWRD staff. The outline of the design guidelines is provided below.

Subtask 10.1 – Design Parameters

A narrative of the base design parameters for each design discipline shall be developed for use in the design of the various projects to establish the minimum requirements. The design parameters shall include, but not be limited to items such as: minimum concrete compressive strength, minimum width of roadways, lifting hoists requirements, HVAC indoor design conditions, ventilation criteria, structural seismic and wind loadings, minimum electrical wire sizes. A design parameters document shall set the minimum design requirements for the SWRFP projects and shall be developed for use with the general specifications considerations.

Subtask 10.2 – Design Criteria

Design criteria considerations are those to be utilized by the design engineers in the preparation of the contract documents for the construction of the project. The design criteria shall include the Pima County standard specifications and additional features, types, systems, elements, components, minimum standards, redundancy requirements and so forth that are of particular importance to the success of the Program. These features, types, elements, systems, components and so forth will be based, in part, on recent experience of the Pima County engineering, operations and maintenance, and construction groups with wastewater facilities. The program management team shall develop design criteria through a series of workshops for: 1) process equipment and piping, 2) electrical systems and instrumentation (SCADA), 3) mechanical (HVAC) and plumbing, 4) structural and architectural, and 5) civil engineering and sitework. The design criteria items shall be developed with PCRWRD through a series of one-day workshops with Pima County engineering, operations and maintenance, and construction staff to identify critical design criteria for use in design and construction. The design criteria will be a list of requirements, features, elements, systems, components or equipment. Design criteria shall be assembled into a project document and provided to the design engineer(s) for inclusion in the development of CSI format specifications by the design engineers.

Subtask 10.3 – CAD Plan

A set of CAD standards for use by the design engineers shall be developed for the SWRFP CIP projects. The basis for the CAD standards shall focus on consistency in the look and feel of the drawings, both physically and electronically, and to facilitate the efficient review and coordination of drawing development. The standards shall

include information on drawing administration (naming conventions, drawing, layering conventions and sheet numbering), drawing types and sizes (media, title blocks, borders, diagrams and schematics) and drawing composition (north arrows, match lines, line weights, text, dimensioning, titles, notes, symbols, section and detail identifications...). The basis of the CAD drawings shall be developed on the AutoCAD system by Autodesk.

Task 10 Deliverables

Deliverables to be developed as a part of this task include the following:

- Design parameters narrative document
- Five (5) design criteria workshops
- Design criteria project document for use by design engineer
- CAD plan
- CAD Workshop

TASK 11 PROJECT DELIVERY COMPLIANCE

Consultant shall develop common guidelines for SWRFP designers, project managers and construction inspectors. Guidelines shall be built from current PCRWRD practices and be drafted with input from PCRWRD designated staff. The guidelines shall consist of brief task descriptions, each with a stated objective, definitions and steps. The use of the guidelines shall be as a reference in the Design Professional (DP), Project Manager (PM) and Construction Inspection (CI) scopes of work in order to provide a basis for quality, intent and minimum requirements.

The extent of the guidelines required is difficult to determine in advance and consequently is identified as a LOE task until further definition. Guidelines shall be submitted in draft form for review and comment and then final, incorporating resolution of comments.

During design and construction Consultant shall periodically attend progress meetings from the standpoint of troubleshooting, addressing issues requiring PCRWRD action, and monitoring adherence to the Program Goals. Consultant participation in design and construction shall not relieve other entities of their obligations, such as Contractor's means and methods.

Task 11 Deliverables

Deliverables to be developed as a part of this task include the following:

- For design: guidelines defining the submittal levels and the design review process
- Workshop – design review
- Construction guidelines defining document control, preconstruction conference, schedules, Permits, submittals, RFI's, inspection & testing, daily reporting, progress meetings, progress payment, construction photos, shutdown requests, construction deficiency reports, factory testing, spare parts, change orders, training, startup, partial acceptance, substantial completion, record drawings, O&M manuals, warranty management, final completion
- Reviews of process, odor control and I&C (SCADA), LOE

TASK 12 VALUE ENGINEERING PROCESS/REVIEWS

Value Engineering (VE) is a disciplined effort to analyze the functional requirements of a project for the purpose of achieving essential functions at the lowest total cost over the life of the project. Consultant shall monitor all phases of VE on each of the projects in SWRFP. The focus of the VE will be to achieve the highest degree of cost-effectiveness for each project.

Task 12 Deliverables

Deliverables to be developed as a part of this task include the following:

- Review preliminary design documents for Sahuarita WRF
- Review value engineering workshop for the Sahuarita WRF at 60 percent of design
- Review preliminary design documents for Sahuarita Plant Interconnect
- Review value engineering workshop at 60 percent for Sahuarita Plant Interconnect

TASK 13 PERMIT MANAGEMENT/TRACKING

Consultant shall set-up a system to identify and facilitate tracking of all identifiable program permits. The permit tracking system shall be a web-based program for use by the program manager, project managers and others to monitor status. In addition Consultant shall conduct training and administer operation (LOE).

Task 13 Deliverables:

Deliverables to be developed as a part of this task include the following:

- Permit tracking system installation and configuration
- Ongoing administration (LOE)
- Permit management/tracking workshop

TASK 14 CHANGE MANAGEMENT

Consultant shall review current change procedures within the Department and recommend changes to existing procedures as required to meet the goals of the SWRFP CIP program. Included within these procedures shall be guidelines and processes for a complete change management process for design and construction. Effective change management requires considerable experience in dealing with consultants and contractors. Recommended procedures shall provide for legitimate changes to be processed efficiently. The system shall facilitate PCRWRD scrutiny of proposed changes to substantiate consultant/contractor's requests with the goal of limiting the exposure of PCRWRD against unsubstantiated changes to the project. Identification of the change, impact on program and impact on design intent shall be part of the guideline process. Recommended guidelines shall be developed for change approval authority, recognizing the limits with the County fiscal system. The recommended change procedure shall consist of recommendations on:

- Change management guidelines
- Categorization of changes to give priority to urgent changes
- A change screening process independent of the originator
- Negotiation and documentation requirements
- Maintenance of electronic change logs and contingency drawdown logs (LOE)
- Change tracking procedures (an option is the development of automated change process systems)
- Signoff and approval authorities
- Workshop (combines task – 2, 13, 20 and 26)
- Change management implementation (LOE)

Subtask 14.1 – Claims Support

Consultant shall develop procedures with the goal to minimize claims during construction by recommending protocols for working to develop positive working relationships with the contractors; encouraging the project managers to do the same; identification and resolution of claims; and for enabling work to proceed in the event differences arise over the responsibility for extra work.

Additionally, Consultant shall develop procedures for documentation, particularly photo and video, to provide a reliable basis for investigation at a later date. These procedures shall also include logging and tracking of claims status, including processing times and "ball-in-court" responsibilities.

Consultant shall provide support for claims management and support as requested (LOE)

Subtask 14.2 – Chartering

Consultant shall develop and implement a chartering process at the project team formation that establishes an agreement between the key participants of each project including the design engineer, Project manager, owner, and construction-manager-at-risk, to work cooperatively to achieve common goals for mutual benefit. The process is expected to instill a spirit of teamwork and consequently enhance progress and reduce contract disputes.

Consultant shall arrange for the project chartering workshop with the PCRWRD, design-build team for each of the two anticipated construction contracts (new Sahuarita WRF and new Plant Interconnect). Consultant shall provide an experienced chartering facilitator for each session.

Task 14 Deliverables

Deliverables to be developed as a part of this task include the following:

- Change Management Procedure
- Organization of the Change Management Process
- Implementation of the Change Management Process (LOE)
- Claims management procedures
- Monitoring of claims activities (LOE)
- Support to claims negotiations as requested (LOE)
- Four chartering workshops

Included within these procedures shall be guidelines and processes for change management and claims avoidance.

TASK 15 COMMISSIONING/STARTUP/TRAINING/PROJECT TURNOVER

This specialty area requires individuals with a broad knowledge of wastewater treatment facilities, operations and start-up techniques, and teaching and communication skills. The ability to work with PCRWRD Staff to ensure Contract compliance is necessary. Consultant shall provide guidelines for testing, start-up, troubleshooting, documentation preparation, and training.

Operations and Maintenance Documentation Standards Development. Consultant, working with PCRWRD 's Operation and Maintenance Staff, shall develop standard operations and maintenance guidelines for project documentation. The goal is to provide guidance to the design-build professional to give the Operations and Maintenance Staff accurate, consistent, usable, thorough, and updateable documentation on every new facility.

Development of Operations and Maintenance Turnover Criteria. Consultant shall help establish criteria that must be met prior to turnover of a project to the appropriate Owner division. The criteria shall include testing and criteria, field documentation equipment manufacture installation approval, operations and maintenance manuals, standard operating procedures, operations and maintenance training, and warranty tracking.

Subtask 15.1 – Close-Out Reports

Consultant shall work with PCRWRD to develop the guidelines and contents for a Close-Out Report to be prepared for each SWRFP project. The report shall include a summary of important project elements for future reference and lessons learned. The PM will be responsible for the reports.

Subtask 15.2 – Close-Out Meeting

Consultant shall prepare guidelines for conducting Project Close-Out Meetings that include a lessons learned review of the project implementation. The project manager will conduct the closeout meeting.

Task 15 Deliverables

Deliverables to be developed as a part of this task include the following:

- Standards and protocols for O&M manuals
- Standards and protocols for training
- Guidelines for close-out reports and close-out meetings.
- Workshop – Commissioning/startup/training/project turnover review

TASK 16 PROCUREMENT DOCUMENTATION FOR SAHUARITA WATER RECLAMATION FACILITY

ASSISTANCE

For Pima County to deliver the new Sahuarita WRF with a design/build project delivery process, several elements will need further development. Consultant will assist PCRWRD in the development of a scope of services for the procurement of services to develop technical documents for the design/build of the new Sahuarita WRF. The scope of services shall include advisory services to PCRWRD during the selection of contractors.

The preparation of the scope of services will not exclude the Consultant team from consideration to provide the services identified in the scope.

Task 16 Deliverables

Deliverables to be developed as a part of this task include the following:

- Prepare outline scope of services documents to describe the project features and requirements
- Prepare a draft scope of services for the procurement of services to prepare technical information for the design-build delivery of the new Water Reclamation Campus.

TASK 17 SCHEDULE MANAGEMENT PLAN

The Schedule Management Plan shall define the program work breakdown structure, WBS, standard phases, standard milestones and definition of work packages that tie in with the County financial system for recording of actual expenditures. It shall include the process for developing, approving, and amending the baseline schedule; for re-baselining the program should that be required; the schedule update calendar; and responsibilities of the program staff for schedule management.

A CPM master schedule shall be developed, utilizing a standard schedule template, for use in managing SWRFP CIP implementation. Using the latest version of Primavera or similar agreed upon scheduling software, the master schedule shall divide the work into the agreed upon project packages and utilize agreed upon phasing and milestones for each element of work. The schedule detail will be refined as the project elements are better defined. Planning activities will contain the most detail at first, followed by design and construction as that information unfolds. The master schedule will be the basic guideline for managing the work. Guidance and assistance in implementing the schedule system within the program management team shall be provided, as requested. It shall be cost loaded for preparation of cost reports and use in cash flow management. Its status shall be updated monthly and posted on the web for program staff use.

Consultant shall also review the task scopes of work in other consultant and contractor contracts to verify that the necessary information is being collected to perform competent schedule management. The competency of the consultants and contractors in schedule management and the quality and timeliness of their reporting are key components of a successful program. The contract language must be specific enough to require this information to be provided.

The effort for this task is based on the design professionals and contractors providing the information specified and providing this information when specified.

Subtask 17.1 – Recovery Schedules

Should the consultants or contractors not be performing to their approved schedules, the Consultant team shall initiate action to develop a recovery plan. While Consultant will not be directly responsible for obtaining and approving these schedules, Consultant shall be actively involved in a guidance role to assure that feasible recover plans are developed and accepted by all involved parties. (LOE)

Task 17 Deliverables

Deliverables to be developed as a part of this task include the following:

- Schedule Management Plan including program work breakdown structure and definition of standard phases and milestones
- Standard schedule template
- CPM master schedule using Primavera or similar software
- Scheduling specifications
- Monthly schedule updates
- Standards and protocols for Primavera or similar web-site input training
- Recovery schedule if required (LOE)
- Workshop – schedule management

TASK 18 BUDGET AND COSTS MANAGEMENT

Based on the master schedule, budgets shall be established for every project and summarized into a master program budget. Initial estimates shall be developed by the Program Manager from their expert knowledge on current similar projects costs. This will be supplemented by more detailed estimates from the Project Manager's staff and the project's design professionals (DP's).

Linkages at the work package level shall be established with the County financial system. The County Financial System shall be evaluated to determine how readily the correct information can be obtained consistent with the program WBS. Consultant shall define and establish the interface once this determination is made. The Project Management consultants will be responsible for downloading cost information into the SWRFP cost control system each month and for checking its accuracy. Consultant shall oversee the process, check the results, and roll up the information into the program reports.

A basic project cost report format shall be prepared with information on original and current budget with provisions to document any changes, actual expenditures, estimate at completion, and variances. During construction, processes will be implemented to track pending changes. The key to this process is an accurate assessment of the estimate to complete each activity, and Consultant shall focus on assuring this process is conducted diligently. Guidance and assistance in implementing the budget and costs management system within the program management team shall be provided, as requested. The construction cost estimates for a project will be provided by the design-build team.

Subtask 18.1 – Program Master Budget Revisions

Program budget revisions generally result from unexpected conditions, inadequate planning and/or inadequate scope definition. Consultant shall follow the basic intent of the change management process to assure the cause of the revision is well documented, that recovery alternatives have been exhausted, and that the approval process has been followed. Approved budget revisions will be reflected in the current budget and the details of the revision tracked through an audit trail. Consultant shall establish the guidelines for budget revisions and monitoring performance.

Task 18 Deliverables

Deliverables to be developed as a part of this task include the following:

- Baseline program budget
- Monthly cost performance report
- Budget Revision Guidelines
- Contingency utilization report

TASK 19 PROJECT DELIVERY ESCALATION PROCESS

Accurate tracking and reliably forecasting of cost and issue escalation is an important element of assuring on schedule and budget performance. There are a number of external, and sometimes worldwide, factors that affect escalation. While PCRWRD cannot control these, there are steps that can be taken to lessen the impact. These include, but not limited to advance procurement of scarce or rapidly escalating materials, outreach to contractors to increase the number of bidders, and adjusting the size and number of bid packages. Important to this is to establish an ongoing process for reviewing local material and labor rates. Consultant shall perform escalation forecasts at annual intervals.

Task 19 Deliverables

Deliverables to be developed as a part of this task include the following:

- An Estimate Escalation Forecasting Plan
- Annual review of the program plan for mitigation
- Workshop (combines tasks 2, 13, 20 and 26)

TASK 20 FINANCIAL MANAGEMENT

Financial management has two different aspects that shall be the responsibility of Consultant. The first is a forward look at expenditures to assure that expenditures stay within established budgetary limitations. This requires a look at the full expenditure profile.

By using economic modeling tools, the program management team shall analyze the economic impact of potential changes to the CIP. These changes to the CIP could be driven by a number of factors, both internal and external. External drivers could include changes in regulatory requirements or changes in customer demands. Internal drivers might include re-phasing or re-sequencing of projects in order to optimize the capital program as project cost estimates are determined with greater certainty either during the procurement process or during construction.

The analysis will provide insights into the impact that changes to the CIP will have on key components of the PCRWRD's financial structure including its capital financing plan and O&M budget.

This task shall be performed on an on-going, as needed basis.

Update PCRWRD Financial Plan

On an annual basis, program management team shall update PCRWRD's financial plan. Update of the financial plan shall include the following tasks:

- Input information from the current O&M budget and CIP into the wastewater rate and financial planning model;
- Assist with the development of an updated capital financing plan
- Update financial planning assumptions;
- Identify opportunities to improve PCRWRD's system of rates and charges;
- Prepare the financial plan report; and
- Provide data and other support for updating the Department's financial plan to the RWRAC and Board of Supervisors

The second aspect is cash flow management, which is the responsibility of all levels of management, beginning with the project managers. Accurately forecasting project cash flows and managing performance to meet these goals goes a long way towards assuring that the scheduled amount of work is accomplished. Consultant shall cost load all schedules down to the work package level and develop forecast cash flows for each project. Results shall be displayed in monthly cash flow histograms with comparisons to baselines so that trends and changes are readily discernable. Project cash flow curves shall be rolled up into program totals with updated projections for future work performance.

Task 20 Deliverables

Deliverables to be developed as a part of this task include the following:

- Project cash flow curves
- Program cash flow summaries
- Monthly updates and forecasts
- Performance histograms

TASK 21 ESTIMATE MANAGEMENT

The development and monitoring of project estimates need to follow a consistent bottom-up process. Consultant shall develop procedures for estimate development and change estimates. Guidelines shall be provided for the development of labor, equipment and material costs estimates, and the bid document specifications shall be reviewed to assure that these guidelines are included. Guidelines shall be developed for use by the design consultants on the level of accuracy estimates should achieve at various stages of design development and what levels of contingency should be provided. Similar guidelines shall be developed for the timing and delivery of the final Engineer's Estimate.

During the course of the program the Design-Build Team through the project manager shall provide and maintain estimate trend logs that record potential changes to the estimate as the project develops through design. These logs shall be provided to Consultant for roll-up into the cost forecast reports.

Task 21 Deliverables

Deliverables to be developed as a part of this task include the following:

- Estimate Preparation Procedure
- Program Estimate Trend Report
- Workshop (combines tasks 2, 13, 20 and 26)

TASK 22 FIXED ASSET MANAGEMENT SYSTEM COORDINATION

Consultant shall review current PCRWRD asset management practices and make recommendations to facilitate integrating the SWRFP CIP assets into the system. A workshop shall be conducted to discuss asset management tools, asset tagging and asset valuation. Based upon the outcome of the workshop, Consultant shall prepare guidelines for coordinating SWRFP CIP assets with the PCRWRD asset management system.

Task 22 Deliverables

Deliverables to be developed as a part of this task include the following:

- Workshop – fixed asset management system coordination
- Memorandum summarizing the asset management coordination workshop
- Draft and Final Guideline for implementing coordination of SWRFP assets with fixed asset management system

TASK 23 SAFETY PLAN

Under this task, Consultant will prepare a SWRFP CIP Health and Safety Program focusing on “Best Management” practices in order to maximize safety compliance and effectiveness on the Project sites. The Safety Plan shall include proactive processes to address identified undesirable trends for potential “On-the-Job” incidents. Best Management practices will be employed that allow the Safety Advisor to work with program staff, consultants and contractors to integrate both the safety and risk management elements with the goal of achieving a safe worksite.

All SWRFP Program contractors and their subcontractors will have full and total responsibility for the safety of their employees and job site safety. All prime contractors will provide a qualified full-time, safety representative for their designated project.

Task 23 Deliverables

Deliverables to be developed for this task consist of the following:

- Program Safety Plan
- Safety Orientation Training
- Safety Performance Report formats
- Workshop – Safety Plan

TASK 24 QA PLAN

Consultant shall develop and implement a Quality Management Plan (QMP) for the project that provides a framework for achieving project quality objectives and of reviewing and monitoring planning, design and construction activities for quality assurance. Additionally, a system of surveillance and audits shall be implemented to provide early visibility and effective correction of problems and conditions before escalation to higher levels of severity. These audits shall identify and review project activities against approved policies and guidelines, report any adverse findings and follow-up to assure corrective actions and continuous improvement of work processes.

Consultant shall have an ongoing responsibility to monitor performance by parties involved in project delivery to verify that accepted procedures are being followed, the intent of Department policies is maintained and shall conduct formal quality assurance audits to review detailed and documented compliance on a semi-annual basis.

Task 24 Deliverables

Deliverables to be developed as a part of this task include the following:

- Quality Management Plan
- Construction QA/QC Reports,
- Periodic Quality Surveillance
- Semi-Annual Audit Reports

TASK 25 RISK MANAGEMENT

Risk management covers two areas: 1) the SWRFP CIP insurance program and 2) analyses of the risks to SWRFP implementation using Monte Carlo analyses and recommending implementing measures to mitigate this risk.

1. Consultant shall review the PCRWRD risk management program and procedures and provide recommendations on the program insurance options for the SWRFP CIP. On large programs such as SWRFP CIP there are options for an owner-controlled insurance program (OCIP) that could save money and provide greater protection for PCRWRD. These shall be investigated along with contract clauses affecting insurance to assure PCRWRD has the most appropriate insurance program. This work shall be coordinated with Pima County Risk Management.

2. There are a number of internal and external factors that can affect the success of a major infrastructure program such as SWRFP CIP. Monte Carlo analyses provide a determination of the most significant risks and the potential impact they can have to the program. Consultant shall perform this analysis using the latest software and evaluation techniques. The results shall show potential impacts to program budgets. Consultant shall work with PCRWRD to develop mitigation measures and appropriate contingencies to meet the level of risk PCRWRD is willing to assume on this program.

Task 25 Deliverables

Deliverables to be developed as a part of this task include the following:

- Insurance program analysis and recommendation of options
- Monte Carlo program risk analysis and recommendation of mitigation measures
- Two (2) workshops – risk management

TASK 26 REPORTING AND COMMUNICATIONS PLAN

Consultant shall work with PCRWRD Staff to establish a reporting protocol and plan that accomplishes the following objectives:

- Maximum use of the web for report distribution
- A monthly reporting cycle with special reports, as needed
- Different levels of reports for different levels of the organization (Executive management and outside stakeholders, senior management and project management/staff)
- Strong use of graphs and charts
- Use of traffic light and other performance indicators
- Support to the PCRWRD quarterly written report
- Trend reporting as well as monthly snapshots

With the use of a website, distribution lists will not be required, but the website shall be developed with levels of permissions so that only intended receivers can access information. Most of the standard reports will be posted in csv, xls and pdf or similar formats.

A plan for general communications shall be generated that identifies priority and delegate responsibilities, and emergency communications.

Subtask 26.1 – Annual Report

Consultant shall provide an annual SWRFP CIP implementation report. The report shall be provided in both paper and electronic form to PCRWRD and shall include a review meeting with the Program Team to review the report. The report shall include accounting for the Program, the scope, budget and schedule information and any other pertinent information to memorialize the project costs and schedule elements.

Task 26 Deliverables

Deliverables to be developed as a part of this task include the following:

- Project/Program Reporting Plan
- Program Communications Plan
- Annual Report

TASK 27 REPORTS, MEETINGS AND MEETING SUMMARIES

Consultant shall arrange all meetings it is responsible for and provide an agenda, meeting minutes and action items. The effort for this task is based on two (2) such meetings per month.

Consultant shall attend other meetings as an LOE task.

Attending meetings is an important part of overall program tracking; they are an appropriate place to oversee project performance and to lend input on compliance, consistency, and meeting program objectives.

The Consultant Program Manager shall also conduct quarterly review meetings with the Department Director and key management staff to receive feedback on program team performance.

Task 27 Deliverables

Deliverables to be developed as a part of this task include the following:

- Meeting agendas, conduct weekly/quarterly meetings and prepare notes/action items
- Additional meetings (LOE)

Program management services shall be provided over the period associated with the SWRFP CIP, which is forecast to be five (5) years. The scope of services identified in the tasks above address the services for the first five years of SWRFP CIP program, after which, if needed and upon satisfactory service an amendment may authorize continued service.

TASK 28 LEVEL OF EFFORT SERVICES ALLOTMENT

Each of the tasks above has the potential for services beyond those specifically identified in the costs plus fixed fee tasks above. For example, since it is unknown at the beginning of the program, if or how much claims support service identified under task 14.1 is required, no labor effort has been assigned to this task but any claims support service will be provided under the level of effort services allotment as approved by the PCRWRD project manager. This allotment can apply to any and all of the above tasks. The fixed fee apportioned to this task will be based on the direct labor (and indirect costs) services approved under this task.

Task 28 Deliverables

Deliverables to be developed as a part of this task include the following:

- Report on the level of effort services approved.

PCRWRD RESPONSIBILITIES

The following summarizes the key responsibilities of PCRWRD regarding the SWRFP CIP management activities:

1. Designate the PCRWRD Liaison to direct Consultant and serve as a single point of contact for all Consultant's formal contacts with PCRWRD
2. Provide timely payment to the consultant, for approved invoices
3. Provide copies of any relevant, available studies, reports, or other documentation prepared by or for specified Pima County Department or other agencies, which may bear on the Work, unless such studies, reports or documentation have been published separately and are available publicly
4. Provide the Consultant with all information stated to be provided to Consultant under this Contract
5. PCRWRD or Pima County shall have final approval of any and all contracts/agreements/change orders/amendments related to the program
6. Coordinate, with Consultant's assistance, the development of the Program Team
7. Provide timely access of the program management team to all SWRFP CIP project sites
8. Provide timely review and comment of draft deliverables: one set of comments within 2 weeks of submittal. Incorporation of comments will constitute the final deliverable.

END OF EXHIBIT C – SUPPLEMENTAL PROVISIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2025

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).

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INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: INSURER F:	NAIC # 19445 19489 23841 85202

COVERAGES**CERTIFICATE NUMBER:** 893890002**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 <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2025	4/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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			CA4489663 (AOS) CA2970071 (MA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2025	4/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	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 <input checked="" type="checkbox"/> N	N/A	WC067961230 (AOS) WC013711885 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
D	Professional Liability			B0146LDUSA2504949	4/1/2025	4/1/2026	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: PO2500009744 - Program Management Services for the Sahuarita WRF Program Implementation; Erin Lansey. Pima County, its departments, districts, boards, commissions, 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. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. The above referenced liability policies with the exception of workers compensation and professional liability 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, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

Pima County
150 West 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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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489663
issued to KIMLEY-HORN AND ASSOCIATES, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 067-96-1230

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

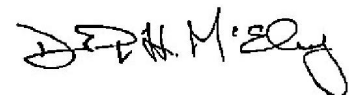
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative