



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: October 6, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): PSOMAS

Project Title/Description:

CONSTRUCTION MANAGEMENT SERVICES FOR PANTANO WASH BANK PROTECTION AND RIVERPARK PROJECT

Purpose:

The Consultant will provide Construction Management Services which includes, but is not limited to: Coordinating efforts with the Contractor, Documentation, Inspections, Project Record Keeping, Quality Control, Scheduling Weekly Meetings, Contract Administration, Reviewing Monthly Quantities, Processing Monthly Pay Estimates, and Providing all project close out required documents.

Procurement Method:

Solicitation for Qualifications (SFQ)

Program Goals/Predicted Outcomes:

The goal is to assure that the Contractor performs the work efficiently and cost effectively according to the project plans and specifications. Also, to keep a line of communication open between all parties involved including District, Contractor and the public.

Public Benefit:

The Public Benefit is having a Professional Construction Management Services Team solely dedicated to a successful completion of the Pantano Wash Bank Project and Riverpark Project.

Metrics Available to Measure Performance:

Working with the contractor to successfully complete the project within the terms and conditions of the Construction Contract.

Retroactive:

No

Procure Dept 09/07/15 PM0203

COB: 9-23-15
BOS: 10-6-15

35pgs(,)

Original Information

Document Type: CT Department Code: FC Contract Number (i.e., 15-123): 16-054
Effective Date: 10/6/15 Termination Date: 6/30/17 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$ 683,773.49 ☐ Revenue Amount: \$ _____

Funding Source(s):

Flood Control District Tax LevyCost to Pima County General Fund: \$00.00Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant AwardsWere insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant AwardsVendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

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

Amendment Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Anthony V. SchiavoneDepartment: ProcurementTelephone: 724-3245

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)

NOTICE OF RECOMMENDATION FOR AWARD

The Pima County Procurement Department - Design & Construction Division hereby issues formal notice to participating respondents for:

SFQ NO. 181885 – Construction Professional Services for Pantano Wash Bank Protection and River Park: Ft. Lowell to Tanque Verde Road (5PWFLT)

that the highest scoring firm listed below will be recommended for award of contract. The award is anticipated to be on the Pima County Board of Supervisors meeting agenda for October 6, 2015.

RECOMMENDED:

PSOMAS

Other Final Listed Firms: (listed alphabetically)

AECOM
CEI, Consultant Engineering, Inc.

/s/ Anthony V. Schiavone
Anthony V. Schiavone
Contracts & Commodities Officer

Date August 24, 2015

This notice is in compliance with Pima County Procurement Code: Sec. 11.12.010, 11.20.010.C.

NOTE: Pursuant to A.R.S. Title 34-603, only the names of the firms on the final list may be disclosed. Disclosure of limited materials may be made after award of the contract; after contract execution, all materials are considered public documents in accordance with A.R.S. § 34-603(H). Complete debriefs may be scheduled after that time.

cc: Pima County SBE – 4-3646



CONSULTANT agrees to provide Consultant Professional Services for the Project for the DISTRICT as described in **EXHIBIT A: SCOPE OF SERVICES** (13 pages), attached to this Contract.

ARTICLE 3 – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, DISTRICT agrees to pay CONSULTANT Not to Exceed \$683,773.49. CONSULTANT'S fees will be as stated in **EXHIBIT B: CONSULTANT FEE PROPOSAL** (4 Pages), attached to this Contract. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the Contract. DISTRICT may consider adjustments to rates in connection with any extensions of the Contract term.

Unless otherwise agreed, CONSULTANT will submit invoices monthly. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and SUBCONSULTANT charges, to the tasks identified in the Scope of Work for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. SUBCONSULTANT charges will be supported by appropriate documentation with each separate invoice submitted.

For the period of record retention required under Article 23, DISTRICT reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.

CONSULTANT will not perform work in excess of the Contract Amount without prior authorization by an amendment executed by DISTRICT. Work performed in excess of the Contract Amount without prior authorization by amendment is at CONSULTANT'S own risk.

ARTICLE 4 – INSURANCE

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. DISTRICT in no way warrants that the minimum limits contained herein are sufficient to protect the CONSULTANT from liabilities that arise out of the performance of the work under this Contract. The CONSULTANT is free to purchase additional insurance.

CONSULTANT'S insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. DISTRICT in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONSULTANT from potential insurer insolvency.

4.1 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.

- 4.1.1 Commercial General Liability (CGL) – Occurrence Form with limits of \$1,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.
- 4.1.2 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.
- 4.1.3 Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$500,000.
Note: The Workers' Compensation requirement will not apply to a CONSULTANT that is exempt under A.R.S. § 23-901, and when such CONSULTANT executes the appropriate DISTRICT Sole Proprietor or Independent CONSULTANT waiver form.
- 4.1.4 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.

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 two (2) years beginning at the time work under this Contract is completed.

Examples of Profession Services requiring E&O insurance: Accounting, Architecture, Asbestos Design, Inspection or Abatement Contractors, Licensed Health Care Practitioners, Legal Services, Engineering Services, or Surveying

4.2 Additional Insurance Requirements:

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

- 4.2.1 Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies will each be endorsed to include DISTRICT, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONSULTANT.
- 4.2.2 Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of DISTRICT, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONSULTANT.
- 4.2.3 Primary Insurance Endorsement: The CONSULTANT'S policies will stipulate that the insurance afforded the CONSULTANT will be primary and that any insurance carried by the Department, its agents, officials, employees or DISTRICT will be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 4.2.4 Insurance provided by the CONSULTANT will not limit the CONSULTANT'S liability assumed under the indemnification provisions of this Contract.

4.3 Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the CONSULTANT must provide to DISTRICT, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice will be mailed, emailed, hand-delivered or sent by facsimile transmission to Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, AZ 85701, FAX (520) 724-4434.

4.4 Verification of Coverage:

CONSULTANT will furnish DISTRICT with certificates of insurance (valid ACORD form or equivalent approved by DISTRICT) as required by this Contract. An authorized representative of the insurer will sign the certificates.

- 4.4.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by DISTRICT before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverage or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 4.4.2 All certificates required by this Contract will be sent directly to Pima County Procurement, 130 W. Congress, 3rd Floor, Tucson, AZ 85701. DISTRICT project or contract number and project description will be noted on the certificate of insurance. DISTRICT reserves the right to require complete copies of all insurance policies required by this Contract at any time.

4.5 Approval and Modifications:

Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverage, or endorsements throughout the life of this Contract, as deemed necessary.

Such action will not require a formal contract amendment but may be made by administrative action.

ARTICLE 6 – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT indemnifies and holds harmless DISTRICT and its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of CONSULTANT, its agents, employees or anyone acting under its direction or control or on its behalf in connection with performance of this Contract. The obligations under this Article do not extend to the negligence of DISTRICT, its agents, employees or indemnities.

All warranty and indemnification obligations under this Contract survive expiration or termination of the Contract, unless expressly provided otherwise. 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.

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.

ARTICLE 7 – COMPLIANCE WITH LAWS

CONSULTANT will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

ARTICLE 8 – STATUS OF CONSULTANT

The status of the CONSULTANT is that of an independent contractor and CONSULTANT is not considered an employee of Pima County and is not entitled to receive any of the fringe benefits associated with regular employment, and is not subject to the provisions of the merit system. CONSULTANT is responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from DISTRICT. CONSULTANT is responsible for program development and operation without supervision by DISTRICT.

ARTICLE 9 – CONSULTANT'S PERFORMANCE

CONSULTANT will perform the work in accordance with the terms of the Contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel DISTRICT relied upon in making this Contract, CONSULTANT will obtain the approval of DISTRICT.

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 Agreement. 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 Agreement, regardless of DISTRICT having knowledge of or condoning or accepting the products or the services. Correction of such deficiencies will be at no cost to DISTRICT.

ARTICLE 10 – NON-WAIVER

The failure of DISTRICT to insist in any one or more instances upon full and complete compliance with any of

the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

ARTICLE 11 – SUBCONSULTANT

CONSULTANT is fully responsible for all acts and omissions of its SUBCONSULTANT and of persons directly or indirectly employed by SUBCONSULTANT and of persons for whose acts any of them may be liable to the same extent that CONSULTANT is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of DISTRICT to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE 12 – NON-ASSIGNMENT

CONSULTANT may not assign its rights to this Contract in whole or in part, without prior written approval of DISTRICT. DISTRICT may withhold consent to assignment at its sole discretion, provided that DISTRICT will not unreasonably withhold such approval.

ARTICLE 13 – NON-DISCRIMINATION

CONSULTANT will comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein **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.

ARTICLE 14 – AMERICANS WITH DISABILITIES ACT

CONSULTANT will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of DISTRICT, then CONSULTANT will maintain accessibility to the program to the same extent and degree that would be required of the DISTRICT under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE 15 – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract."

ARTICLE 16 – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within ten (10) days of receipt of notice from DISTRICT of the default, DISTRICT may, in its sole discretion, terminate this Contract for default by written notice to CONSULTANT. In this event, DISTRICT may take over the work and complete it by Contract or otherwise. The CONSULTANT and its sureties, if any, will be liable for any damage to the DISTRICT resulting from CONSULTANT'S default, including any increased costs incurred by DISTRICT in completing the work.

B. The occurrence of any of the following constitutes an event of default:

1. Abandonment of or refusal or failure 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;
2. Persistent or repeated refusal or failure to supply enough properly skilled workers or materials to perform the work on schedule;
3. Failure to provide competent supervision at the site;
4. Failure to take down, rebuild, repair, alter or amend any defective or deficient work, or remove any defective or deficient Material
5. Failure to make prompt payment to subconsultants or suppliers for material or labor;
6. Loss of CONSULTANT'S 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;
7. Disregard of laws, ordinances, or the instructions of DISTRICT or its representatives, or any otherwise substantial violation of any provision of the Contract; or
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:

C. In the event of a termination for default:

1. All finished and unfinished as-builts, shop drawings, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by CONSULTANT for this project become DISTRICT'S property and will be delivered to DISTRICT not later than five (5) business days after the effective date of the termination;
2. DISTRICT may withhold payments to CONSULTANT arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due DISTRICT from CONSULTANT is determined; and
3. Subject to the immediately preceding subparagraph (2), DISTRICT'S liability to CONSULTANT will not exceed the reasonable value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor CONSULTANT charged with damages under this Article, if—

1. Excepting item (8) in paragraph B 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 the CONSULTANT. Examples of such causes include—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of DISTRICT in either its sovereign or contractual capacity,
 - (iii) Acts of another consultant in the performance of a Contract with the DISTRICT,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subconsultants or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subconsultants or suppliers; and
2. CONSULTANT, within three (3) days from the beginning of any event of default or delay (unless extended by DISTRICT), notifies DISTRICT in writing of the cause(s) therefor. In this circumstance, DISTRICT will ascertain the facts and the extent of the resulting delay. If, in the judgment of DISTRICT, the findings warrant such action, DISTRICT may extend the time for completing the work.

- E. For the purposes of paragraph A above, "receipt of notice" includes receipt by hand by CONSULTANT'S onsite project manager, facsimile transmission, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined that CONSULTANT was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of DISTRICT.
- G. The rights and remedies of DISTRICT in this Article are cumulative and in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 17 – TERMINATION FOR CONVENIENCE OF DISTRICT

DISTRICT may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the DISTRICT, become its property. If DISTRICT terminates the Contract as provided herein, DISTRICT will pay CONSULTANT an amount based on the time and expenses incurred by CONSULTANT prior to the termination date. However, DISTRICT will make no payment for anticipated profit on unperformed services.

ARTICLE 18 – NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Regional Flood Control District Board of Directors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, DISTRICT will have no further obligation to CONSULTANT, other than payment for services rendered prior to termination.

ARTICLE 19 – NOTICES

Any notice required or permitted to be given under this Contract will be in writing and will be served by delivery or by certified mail upon the other Party as follows:

DISTRICT:

Suzanne Shields, Director
Pima County Regional Flood Control District
97 E. Congress, 2nd Floor
Tucson, AZ 85701
Phone: (520) 724-4600
Fax: (520) 724-6883

CONSULTANT:

Tom McGovern, P.E., Principal
PSOMAS
333 E. Wetmore, Suite 450
Tucson, AZ 85705
Phone: (520) 292-2300
Fax: (520) 292-1290

ARTICLE 20 – OTHER DOCUMENTS

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

ARTICLE 21 – REMEDIES

Either Party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in ARTICLE 25 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE 22 – SEVERABILITY

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

ARTICLE 23 – BOOKS AND RECORDS

CONSULTANT will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of DISTRICT.

CONSULTANT will retain all records relating to this Contract at least five (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 DISTRICT for retention.

ARTICLE 24 – DELAYS

Neither Party hereto will be in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

ARTICLE 25 – DISPUTES

In the event of a dispute between DISTRICT and CONSULTANT regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Regional Flood Control District and CONSULTANT'S counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

ARTICLE 26 – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this Contract vest in and become the property of DISTRICT and will be delivered to DISTRICT upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. DISTRICT agrees that the material will not be used for any project other than the project for which it was designed without the express permission of CONSULTANT.

ARTICLE 27 – PUBLIC INFORMATION

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.

Any information submitted related to this Contract that CONSULTANT believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to submittal to DISTRICT and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a public record and should not include any information considered confidential.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., DISTRICT will release records marked CONFIDENTIAL ten (10) business days after the date of notice to CONSULTANT of the request for release, unless CONSULTANT has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, 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. CONSULTANT will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

DISTRICT will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor will DISTRICT be in any way financially responsible for any costs associated with securing such an order.

ARTICLE 28 – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT 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.

DISTRICT has the right at any time to inspect the books and records of CONSULTANT and any SUBCONSULTANT in order to verify such party's compliance with the State and Federal Immigration Laws.

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 will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement SUBCONSULTANT (subject to DISTRICT approval if SBE or DBE preferences apply), as soon as possible so as not to delay project completion.

CONSULTANT will advise each SUBCONSULTANT of DISTRICT'S rights, and the SUBCONSULTANT'S obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONSULTANT hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to SUBCONSULTANT's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONSULTANT further agrees that DISTRICT may inspect the SUBCONSULTANT's books and records to insure that SUBCONSULTANT is in compliance with these requirements. Any breach of this paragraph by SUBCONSULTANT is a material breach of this Contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONSULTANT. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONSULTANT'S approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONSULTANT will be entitled to an extension of time, but not costs.

ARTICLE 29 – ENTIRE AGREEMENT

This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

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

APPROVED:

Chair, Board of Directors

Date

ATTEST:

Clerk of the Board

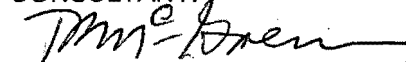
APPROVED AS TO FORM:


Deputy County Attorney

ANDREW FLAGG

Name (Please Print)

CONSULTANT:



Signature

Thomas P. McGovern, V. P.

Name and Title (Please Print)

9-10-15

Date

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
CONSTRUCTION MANAGEMENT SERVICES FOR
PANTANO WASH BANK PROTECTION AND RIVERPARK PROJECT (5PWFLT)

The following scope of services provides for Construction Management / Construction Administration for Pantano Wash Bank Protection and River Park: Ft. Lowell to Tanque Verde Road Project (5PWFLT). Material sampling and testing associated with this Project are to be performed by Pima County Materials Lab. This scope below is based on 40 hours worked a week and a 12 month construction schedule.

A. PRE-CONSTRUCTION SERVICES

1. Pre-Construction Conference

The Consultant will participate in a pre-construction conference with the Contractor, led by the Owner prior to the start of construction activities on the project. The Consultant will review and comment on a project specific meeting agenda developed by the Owner.

The agenda will generally include: review of the project plan and specifications highlighting areas such as key project requirements, project communication, safety issues, labor compliance, utilities and utility relocations, staking, materials testing, scheduling of regular progress meetings, progress payments and other prominent features of the construction contract.

Attendees will be documented, and meeting minutes will be summarized by the Owner for distribution to all meeting participants, and the project record files.

2. Documentation of Pre-Existing Conditions

Prior to commencement of construction the Owner will document pre-construction conditions utilizing digital photographs, notes and video. All material will be made available to the Consultant for reference during the course of the project.

3. Contract Document Review

The Consultant's Resident Engineer and staff will perform a general review of the contract documents in order to become familiar with the general project scope and critical elements of the work. The Consultant will also offer assistance in preparing bid documents and addendum notices, and assist in providing responses to bidder inquiries if the project design team so requests.

4. Establish Project Records and Contract Administration Procedures

The Consultant will establish the proposed contract administration and record keeping procedures to be implemented during the construction phase of the project. The record keeping system will be based upon the Owner's procedures as agreed upon between the Owner and Consultant. Prior to implementation, all administration and record keeping procedures will be submitted to the County Project Manager for review and approval.

5. Meetings with Owner, Design Consultant, Agencies & Utilities

At the request of the Owner, the Consultant will attend up to four (4) meetings at 2 hours each between the Owner and the respective design consultant(s) to review key aspects of the project plans, specific areas of concern, develop problem-resolution paths, establish open and cooperative lines of communication, and review contract administration procedures. The Consultant will also arrange or attend additional meetings in order to review and address relevant issues pertaining to contract construction work within the City of Tucson right of way, local and agency permitting issues, utility agreements, easement verifications and any environmental concerns that may impact the project.

6. Biology Tasks

The Consultant will conduct the following pre-construction biology tasks:

Conduct a review of contract/design documents, with an emphasis on the grading and landscape plans in order to become familiar with the general project scope and critical elements of the work; attend kick-off meeting.

The Consultant will prepare and present an Environmental Awareness Training program to the contractor and other project participants in a single pre-construction event.

It is assumed that Pima County Regional Flood Control District will print/produce the pocket-sized handouts after content and layout is prepared by RECON.

B. SERVICES PERFORMED DURING CONSTRUCTION

1. Project Correspondence

The Consultant will review all correspondence received from the Contractor and will prepare or coordinate proper responses in a timely manner back to the Contractor. The Owner will receive copies of all

incoming and outgoing correspondences (if requested) and will be included in all discussions concerning issues of importance. The Consultant will work very closely with the Owner in order to keep interested parties apprised of the issues and progress achieved towards completion.

All project correspondence and documentation will be kept in a neat and orderly fashion. In addition, project files and records will be kept current and accessible to the Owner's personnel at all times.

2. Contractors Quality Control

If required by the project specifications, the Consultant may be requested to review and comment on the Contractor's Quality Control Plan (CQCP) and then monitor the Contractor for implementation and conformance to the CQCP.

3. Field Inspection & Daily Reports

The Consultant will oversee the quality of the work performed by the Contractor and his subcontractors in order to document compliance of the work with the contract specifications and plans. The Consultant will observe construction means, methods, techniques, and sequences to evaluate the Contractor's compliance with the construction documents. The Consultant will prepare Daily Inspection Reports detailing construction activities, bid items performed, manpower utilization, utility work, equipment resources, and material testing performed. Daily Inspection Reports will also record each subcontractor on the project and any pertinent discussions and observations noted during the course of inspection. The format of Daily Inspection Reports will be reviewed before the start of construction with the Owner in order to develop a document that records all aspects and concerns of the Owner during construction.

In addition, the Consultant will document with digital photographs, or video, special circumstances or project issues that may arise during the construction phase. All photographs will be stored in the project files and copies of the progress photographs will be provided to the Owner on a regular basis if so requested. At the close of the project a full set of project photographs will be provided to the Owner on acceptable media such as DVD or CD disk or USB thumb drive.

4. As-Built Record Drawings

The Consultant will monitor the Contractor's submittal of as-built record drawings (red lines) on a monthly basis as required by the contract.

5. Maintaining Project Files

The Consultant will maintain all project correspondence and documentation in a neat and orderly fashion. Project files and records will be kept current and accessible to the Owner at all times. The Consultant will appoint a qualified individual who will be responsible for the coordination of all the required project documentation.

6. Schedule Management

The Consultant will review the baseline schedule submitted by the Contractor to analyze the presented activities for reasonableness and logic of the sequence, including the dedication of resources and duration of activities. A primary purpose of this review is to determine whether the schedule contains sufficient detail necessary to determine impacts, if they occur, and the Contractor's entitlement to addition time or monies due to unforeseen delays or changes. The Consultant will request schedule updates from the Contractor as required by the Contract Specifications, and analyze them for flaws in logic, and review areas of special concern such as the impacts of weather and contract changes.

7. Weekly Project Meetings

The Consultant, along with the Owner, and other interested project participants will participate in weekly progress meetings conducted by the Contractor. The Consultant will prepare a template to be used by the Contractor in development of weekly meeting agendas that address areas such as the progress of the work, outstanding project issues, submittal status, RFI's, potential claims, changes, utility issues, project safety, and public relations issues. Meeting minutes will be developed and distributed by the Contractor to all parties on an on-going basis. At the weekly progress meetings, the Contractor will be requested to submit and inform all meeting participants of their planned activities and their resources and efforts that will be dedicated to the project in the coming three weeks. This three-week schedule shall be updated by the Contractor on a weekly basis and will be utilized throughout the course of the project to confirm short-term activities, status of submittals in regards to the planned activities, to coordinate ongoing local agency and utility activities, and to schedule required material testing services.

8. Monthly Reports

The Consultant will prepare a brief monthly progress summary to keep the Owner informed and updated on the status of the project. This brief report will be included on the monthly invoice statement each month.

9. Pay Estimates and Payment Recommendations

Each month and on an ongoing basis, the Consultant will prepare quantity estimates for all contract item work performed during the monthly pay period. Each quantity of item work performed will be calculated and verified separately and electronically filed according to pay item number. Pay item quantities may be documented and verified using sketches, identified locations, stationing limits, dates measured, and other notations as required documenting pay item work was properly performed for payment. At the end of each pay period the Consultant will refer to recorded quantities to review and reconcile the Contractor's Progress Payment request. The Monthly Progress Payment along with copies of all supporting documentation will be provided to the Owner for further payment processing.

10. Document Control

The Consultant will utilize a Data Tracking System (DTS) to electronically manage all project documents. This task will include initial training of project participants including the Owner, Contractor, Utility Company representatives, and others as may be required to interact, provide comments, or simply require access to project files. This task will require that the Contractor initiate correspondence through the DTS system for electronic transmission to the Consultant as stated in the contract. This will apply to project Submittals, Requests for Information and change orders at a minimum.

11. Submittal Management

The Consultant will utilize (DTS) to log submittals received from the Contractor, review them for the necessary content and provide a response back to the Contractor in a timely manner. In cases where the Owner, the Design Engineers, or utility agencies must review the submittal, the Consultant will briefly review the submittal for proper content then forward the submittals to the appropriate individual for review. Upon receipt of the reviewed submittal, the Consultant will forward it to the Contractor with approval or for further action as required. A complete tracking log of each submittal's status will be electronically maintained in the project records (DTS) by the Consultant at all times. Outstanding submittals and their status will be addressed at the weekly progress meetings.

12. Clarifications - Requests for Information (RFI)

The Consultant will coordinate and/or provide responses to all Requests for Information (RFI's) received from the Contractor. RFI's will be automatically numbered, time/date-stamped, and logged electronically through the DTS system where they will be assigned to a responsible

individual, reviewed, and responded to in a timely manner. If appropriate, RFI's will be forwarded to the Owner or the Designer Engineers for further response. In order to avoid delays for complicated or involved issues, the Consultant will facilitate a separate meeting with the appropriate Design Engineer and/or the Contractor to expedite discussions and a satisfactory solution to the issue.

13. Value Engineering

The Consultant may be requested to, on behalf of the Owner, review, evaluate, comment and make recommendations on Contractor and/or Owner VE Proposals.

14. Changes and Change Orders

The Consultant will strive to identify potential field conditions that may generate change orders, evaluate change order requests received from the Contractor, analyze and process all changes received from the Design Engineers, determine equitable payment method (no cost, extension or reduction of item(s), agreed lump-sum, agreed unit price, or force account). The Consultant will transmit all material related to the change order to the Owner, including transmittal letter, backup documentation, and supporting documentation. The Owner will use this information to generate and process the required formal change order according to their standard procedures. Following change order approval, the Consultant will monitor work associated with the change.

A contract change order expenditure log will be maintained by the Consultant in the DTS system to track the status of all processed or pending contract change orders and to provide for the segregation of funding, if appropriate. This electronic log will be kept complete and current during the execution of the contract and will be available for review by the Owner at all times.

15. Mitigating Extra Work Costs

The Consultant will be proactive towards the common objective of negotiating a fair and equitable settlement between the Owner and the Contractor. The Consultant will arrange meetings with the Contractor as needed to identify and detail the full scope of changes or additional work including the physical approach to performing the work and any impacts to the overall contract. Labor and equipment utilization will be quantified and agreed to, and a fair cost will be negotiated before the work begins. If the work must proceed immediately in order to minimize costly delays, or if agreement on fair compensation cannot be negotiated with the Contractor, the Consultant will oversee, track and document the extra work on a force account basis according to the contract provisions. The Consultant will document that all extra work performed under force

account is diligently and efficiently performed and that the Contractor receives fair reimbursement of costs to which he is entitled.

16. Claims Management

The Consultant will endeavor to establish and maintain good working relationships with the Contractor, to continually encourage a common goal of developing mutually acceptable resolution to all issues in dispute, to act fairly at all times, and to quickly provide the appropriate action as required. If issues cannot be resolved with the Contractor and disputes evolve during the course of the project, the Consultant will provide the direction and documentation necessary to protect the Owner's interests at all times. If resolution is not achieved, the Consultant will provide necessary documentation and supporting evidence pertaining to the potential claim and will prepare a Claim Report for the disputed issue at hand.

17. Special Inspection & Testing

The Consultant will provide for the services of an experienced Special Inspection and Testing company and will be responsible for supervising and coordinating the inspection and testing program. All procedures and documentation regarding inspection and sampling frequencies and testing results will conform to requirements of the Owner and the contract specifications governing the construction contract. The Consultant will be responsible for providing special inspection and test results in a timely manner and copies of all reports will be forwarded to the construction field office for inclusion in the project record files. The Consultant will review all reports and test results, and will forward them to the Owner and the Design Engineers, if requested. Project materials testing will be completed by PC Field Engineering. The consultant to coordinate efforts and schedules.

18. Material Data

Submittal by the Contractor of Certificates of Compliance/Conformance will be required for project materials as indicated in the contract documents. These documents will be reviewed, approved, and filed by the Consultant.

19. Utility Coordination

The Consultant will take the lead role in providing a proactive approach to working with and monitoring the location, protection, installation and relocation of all required utilities and existing facilities. In order to coordinate and facilitate the safe and timely execution of all work associated with affected utility facilities; the Consultant will work closely with the Contractor and representatives of all Utility Companies affected by the project.

20. Traffic Control

All traffic plans will be thoroughly reviewed and analyzed by the Owner, with input from the Consultant prior to approval. In addition, if special conditions develop or unforeseen impacts occur, the Consultant with the Owner's support and approval may initiate the necessary modifications to the approved plans. All traffic control plans, including shoulder closures, lane closures, and approved detours will follow all requirements of local traffic control standards.

21. Public Outreach/Public Information

Public Outreach and Information is the responsibility of the Owner and it is estimated that one Public Meeting will take place for the project. The Consultant may be asked to participate in public outreach and public information activities that could include pre-construction contacts and scheduling, providing updated construction schedules, status reports, and progress photographs.

22. Quality Assurance Survey

The Consultant will provide surveying services, including as-builts, monitoring and survey control, on an as needed basis as requested by the Resident Engineer. Additional as-builts, including cross sections and profiles, may be required to certify the bank protection height, toe down, and channel elevation for freeboard analysis of the new bank protection and the Consultant will provide these services if requested by the Owner.

23. Ecological Restoration Services Compliance Monitoring

During construction activities, the Consultant will monitor up to 577 hours during construction activities to insure compliance with plans and special provisions related to: location and installation of fencing and barriers, avoidance area fencing; identification by GPS of salvaged materials to be re-used on-site, and placement of these materials; identification by GPS the locations of invasive species along with treatment options;

location, inspection, and installation of plant and seeding materials, irrigation and plant protection; and grading of basins and ponds. In addition, Consultant will monitor biological resource avoidance areas, and identify any sensitive wildlife species that move into the construction zone. The Consultant will have close communication with PCRFCF staff (Sandy Buldoc) that will augment the consultants time spent on this project task.

C. POST CONSTRUCTION SERVICES

1. Punch Lists

For all contract item work that approaches completion, the Consultant will generate a punch list of any and all deficiencies. Punch lists will be generated for all work identified by milestones, such as a completion of a construction stage, completion of a facility in its entirety, portions of work the Contractor is requesting relief of maintenance on, and project completion. If a Contractor requests a punch list before substantial completion of the work, the list will be labeled "preliminary" and the Contractor informed that additional punch list items may and will follow. After substantial acceptance, the Consultant will schedule a "walk-through" with necessary Owner personnel and will prepare a final project punch list that will include all items required to be furnished or corrected before project acceptance.

2. Final Inspection

After the Contractor has completed all deficient items noted on the final punch list, the Consultant will coordinate and lead a final inspection or final walk-through of the project by all responsible project personnel. Representatives of the Owner, utility agencies, the Design Engineers, and any others project participants will be invited and encouraged to attend. Subsequently, once all final punch list items are completed and all project stakeholders have performed a final acceptance walk-through, the Consultant will submit a letter to the Owner stating that, to the best of the Consultant's knowledge and belief, the project has been completed in accordance with the contract documents and that acceptance of the contract is recommended.

3. Project Closeout

Upon final completion, the Consultant will transmit to the Owner one complete set of all project documentation including all records, plans, shop drawings, submittals, manufacturer's literature, and photographs. This will consist primarily of electronic documentation but will also include any hard copies maintained in the project files. All original documents generated by the Consultant during the project will be provided to the Owner including daily inspection reports, summaries,

weekly reports, testing documents, meeting minutes, clarifications, schedules, correspondence, and any and all other documents generated. All digital documentation, including photographs in JPEG format, will be provided to the Owner on acceptable media such as DVD or CD disk or USB thumb drive at closeout. The above listed Scope of Services addresses the full range of services outlined by Pima County Regional Flood Control District. Any incidental or associated services that may arise or may be determined necessary by the District will be reviewed and negotiated by both Parties and included into the above scope of services by contract amendment.

ASSUMPTIONS AND EXCLUSIONS
CONSTRUCTION MANAGEMENT SERVICES FOR
PANTANO WASH BANK PROTECTION AND RIVERPARK PROJECT (5PWFLT)

The following assumptions apply to the contract for Construction Management / Construction Administration for Pantano Wash Bank Protection and River Park: Ft. Lowell to Tanque Verde Road Project (5PWFLT).

A. Psomas Assumptions and Exclusions:

- a. The resident engineer will be half time and on site as needed.
- b. There will be one full time Psomas inspectors on site at all times. Additional inspection staff may be added dependent on the contractors schedule and sequencing of events. During soil cement there will be two full time inspectors on site.
- c. PCRFGD will be responsible for all the public involvement.
- d. No over-time has been accounted for in this estimated fee. However should Overtime be required it will be billed at the Overtime Rate (1.5) applied to labor over 40 hours per week and if working on holidays.
- e. This scope and fee is based on a 12 month schedule with the contractor working 5 days a week at 8 hours per day.

B. Recon Environmental Assumptions and Exclusions:

Assumed Services Performed During Pre-Construction:

Conduct a review of contract/design documents, with an emphasis on the grading and landscape plans in order to become familiar with the general project scope and critical elements of the work; attend kick-off meeting.

- a. Prepare and present an Environmental Awareness Training program to the contractor and other project participants in a single pre-construction event.
- b. Prepare material to be included in a pocket-sized handout produced by the Pima County that will be used as a reference by the contractor and other project participants in the identification of invasive species and sensitive biological species potentially occurring at the site.

Assumptions:

Pima County Regional Flood Control District will print/produce the pocket-sized handouts after content and layout is prepared by RECON. No overtime is included in this estimate

C. Golder Associates Assumptions and Exclusions:

Golder Associates will provide part-time support to Psomas inspection staff during the drilled shaft construction for the proposed pedestrian bridge.

Golder Associates assumes that on average, the inspector will need to be present for 3 hours per day during the drilled shaft construction as support that will take approximately two weeks. There will be additional hours for the senior staff to assist with coordination and project management tasks and assist with troubleshooting and deliverables.

No overtime is included in this estimate.

D. Structural Concepts Assumptions and Exclusions:

The scope of these services, as defined by Chapter 17 of the International Building Code (IBC), is expected to be as follows:

1. Provide special inspections for reinforcement installation and concrete placement for the following items:
 - a. Drilled shafts (estimate 2 trips)
 - b. Bridge abutments, including bridge bearing plate embedment placement (estimate 1 trip)
 - c. Approach ramps each end of bridge (estimate 1 trip)
 - d. Bridge deck slab on metal deck (estimate 2 trips)
2. Provide special inspections for structural steel for the following items:
 - a. Details (estimate 2 trips)
 - b. Field Welds (estimate 2 trips)
 - c. High Strength Bolts (estimate 1 trip)
3. Specifically excluded from the scope is materials testing to be performed by others
4. No overtime is included in this estimate.

EXHIBIT "B"

CONSULTANT FEE PROPOSAL

STAFFING SCHEDULE

PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

Pantano Wash Bank Protection and River Park - Construction Management

CONTRACT BILLING RATES					
Psomas (CM)					
Labor Classification	Direct Labor Rate (\$)	Overhead	Fee	Calculated Billing Rate	Proposed Billing Rate
		159.00%	10.00%		
Sr. Project Manager	\$ 47.12	\$ 74.92	\$ 12.20	\$ 134.24	\$ 130.00
Sr. Resident Engineer	\$ 47.12	\$ 74.92	\$ 12.20	\$ 134.24	\$ 130.00
Senior Construction Inspector	\$ 42.33	\$ 67.30	\$ 10.96	\$ 120.60	\$ 115.00
Construction Inspector II	\$ 30.65	\$ 48.73	\$ 7.94	\$ 87.32	\$ 85.00
Construction Inspector I	\$ 25.00	\$ 39.75	\$ 6.48	\$ 71.23	\$ 70.00
Field Office Administrator	\$ 20.50	\$ 32.60	\$ 5.31	\$ 58.40	\$ 56.01
Psomas (Survey)					
Labor Classification	Direct Labor Rate (\$)	Overhead	Fee	Calculated Billing Rate	Proposed Billing Rate
		165.90%	10.00%		
2-Man Survey Team	\$ 53.60	\$ 88.92	\$ 14.25	\$ 156.77	\$ 150.00
Survey Technician	\$ 32.49	\$ 53.90	\$ 8.64	\$ 95.03	\$ 80.00
Survey Supervisor	\$ 46.75	\$ 77.56	\$ 12.43	\$ 136.74	\$ 135.00
RECON					
Labor Classification	Direct Labor Rate (\$)	Overhead	Fee	Calculated Billing Rate	Proposed Billing Rate
		193.60%	10%		
Senior Specialist	\$ 46.76	\$ 90.52	\$ 13.73	\$ 151.00	\$ 151.00
Field Restoration Specialist	\$ 30.35	\$ 58.75	\$ 8.91	\$ 98.00	\$ 98.00
GIS Specialist	\$ 34.99	\$ 67.74	\$ 10.27	\$ 113.00	\$ 113.00

Golder Associates					
Labor Classification	Direct Labor Rate (\$)	Overhead	Fee	Calculated Billing Rate	Proposed Billing Rate
		182.05%	10%		
Principal/Practice Leader	\$ 51.71	\$ 94.14	\$ 14.58	\$ 160.43	\$ 160.43
Senior Engineer	\$ 42.33	\$ 77.06	\$ 11.94	\$ 131.33	\$ 131.34
Sr. Project Engineer	\$ 36.47	\$ 66.39	\$ 10.29	\$ 113.15	\$ 113.15
Project Engineer	\$ 30.49	\$ 55.51	\$ 8.60	\$ 94.60	\$ 94.60
Staff Engineer	\$ 26.52	\$ 48.28	\$ 7.48	\$ 82.28	\$ 82.28
Clerical	\$ 19.66	\$ 35.79	\$ 5.55	\$ 61.00	\$ 60.99
CAD	\$ 21.38	\$ 38.93	\$ 6.03	\$ 66.34	\$ 66.34
Structural Concept Inc.					
Labor Classification	Direct Labor Rate (\$)	Overhead	Fee	Calculated Billing Rate	Proposed Billing Rate
		140.00%	10%		
Principal Engineer	\$ 63.26	\$ 88.56	\$ 15.18	\$ 167.01	\$ 167.00
Project Manager/ Project Structural Engineer	\$ 57.58	\$ 80.61	\$ 13.82	\$ 152.01	\$ 152.00
Structural Engineer	\$ 53.03	\$ 74.24	\$ 12.73	\$ 140.00	\$ 140.00
Structural Designer	\$ 42.43	\$ 59.40	\$ 10.18	\$ 112.02	\$ 112.00
Special Inspector	\$ 29.55	\$ 41.37	\$ 7.09	\$ 78.01	\$ 78.00
CAD Technician	\$ 31.82	\$ 44.55	\$ 7.64	\$ 84.00	\$ 84.00
Depositions, Expert Witness, Special Consultation	\$ 99.62	\$ 139.47	\$ 23.91	\$ 263.00	\$ 263.00
Clerical/ bookkeeper	\$ 22.35	\$ 31.29	\$ 5.36	\$ 59.00	\$ 59.00

Client#: 25181

PSOMAS

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/10/2015

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 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).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022 877 908-5619	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS:																					
INSURED Psomas 555 S. Flower Street Suite 4300 Los Angeles, CA 90071	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>National Union Fire Ins Co of P</td> <td>19445</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co of P	19445	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	National Union Fire Ins Co of P	19445																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER: 15-16****REVISION NUMBER:**

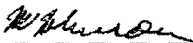
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			2047634	04/01/2015	04/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			3814893	04/01/2015	04/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	39901498 (AOS) 39901499 (CA)	04/01/2015 04/01/2015	04/01/2016 04/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

7PFC150101; Construction Professional Services for Pantano Wash Bank Protection & River Park: Ft. Lowell to Tanque Verde Road (5PWFLT). Pima County, The District, its departments, districts, boards, commissions, officers, officials, agents & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Pima County Christy Bustillos 130 West Congress Street 3rd Floor, DT-AB3-126 Tucson, AZ 85701-1317	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 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

required by written contract & allowed by law. 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.

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT	AS REQUIRED BY WRITTEN CONTRACT
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2015 forms a part of

policy No. 3814893 issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

I. SECTION II - 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 or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. 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
 - b. 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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

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 we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/4/2015 forms a part of

policy No. 3814893 issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 recovery 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

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 4/1/2015

forms a part of Policy No. 39901498

Issued to Psomas

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be
for this policy.

% of the total estimated workers compensation premium

