



JE FULLER
HYDROLOGY & GEOMORPHOLOGY, INC.

DEFINE | COMMUNICATE | SOLVE

June 27th, 2022

TEMPE

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Joaquin Solis, P.E.
Cochise County Engineering & Natural Resources
1415 Melody Lane
Bisbee, AZ 85603

RE: Proposal – Bay Acres Floodplain Mitigation Project Design

Dear Joaquin:

Per your request, JE Fuller/Hydrology & Geomorphology (JE Fuller) is providing you with this proposal for the referenced services. This proposal is based on the Scope of Work (SOW) included as Attachment A.

TUCSON

John Wallace, PE, CFM
Chris Rod, PE
Cyrus Miller, PE, CFM
Geoff Harris, PE
Jonathan Elslager, PE, CFM
Curtis D. Reidy

The following items are attached to this proposal:

- A. Scope of Work, Bay Acres Floodplain Mitigation Project Design (hereafter referred to as the SOW);
- B. Summary Fee Estimate for the Bay Acres Floodplain Mitigation Design SOW;
- C. JE Fuller Fee Estimate;
- D. ConformaTech, Inc. fee estimate proposal and,
- E. ALTA Arizona fee estimate proposal.

FLAGSTAFF

Cory Helton, PE
Joe Loverich, PE, CFM
Ian Sharp, PE, CFM
Jean Marie Reick
Chris Flory

JE Fuller appreciates the opportunity to provide you with this proposal. Please indicate your acceptance of this proposal and provide notice to proceed by forwarding the applicable Purchase Order (PO) at your earliest convenience. As always, please feel free to contact me by email (cyrus@jefuller.com) or by phone at 520-623-3112 if you have any questions regarding this proposal.

PRESCOTT

Nate Vaughan, PE

SILVER CITY, NM

Mary Evans, PE, CFM

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.

Cyrus D. Miller, P.E., CFM
Vice President

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ATTACHMENT A Scope of Work



ATTACHMENT A

SCOPE OF WORK

Bay Acres Floodplain Mitigation Project Design



Cochise County
Engineering & Natural Resources Department
1415 Melody Lane
Building F
Bisbee, Arizona 85603

June 27th, 2022

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1 PROJECT DESCRIPTION

1.1 GENERAL DESCRIPTION

The goal of the Bay Acres Floodplain Mitigation Project is to mitigate flooding conditions within the Bay Acres community in unincorporated Cochise County, north of the City of Douglas, Arizona. Cochise County (COUNTY) Department of Engineering and Natural Resources is soliciting a proposal to advance the concept plans presented in the Design Concept Report (DCR) to final construction plan/package stage.

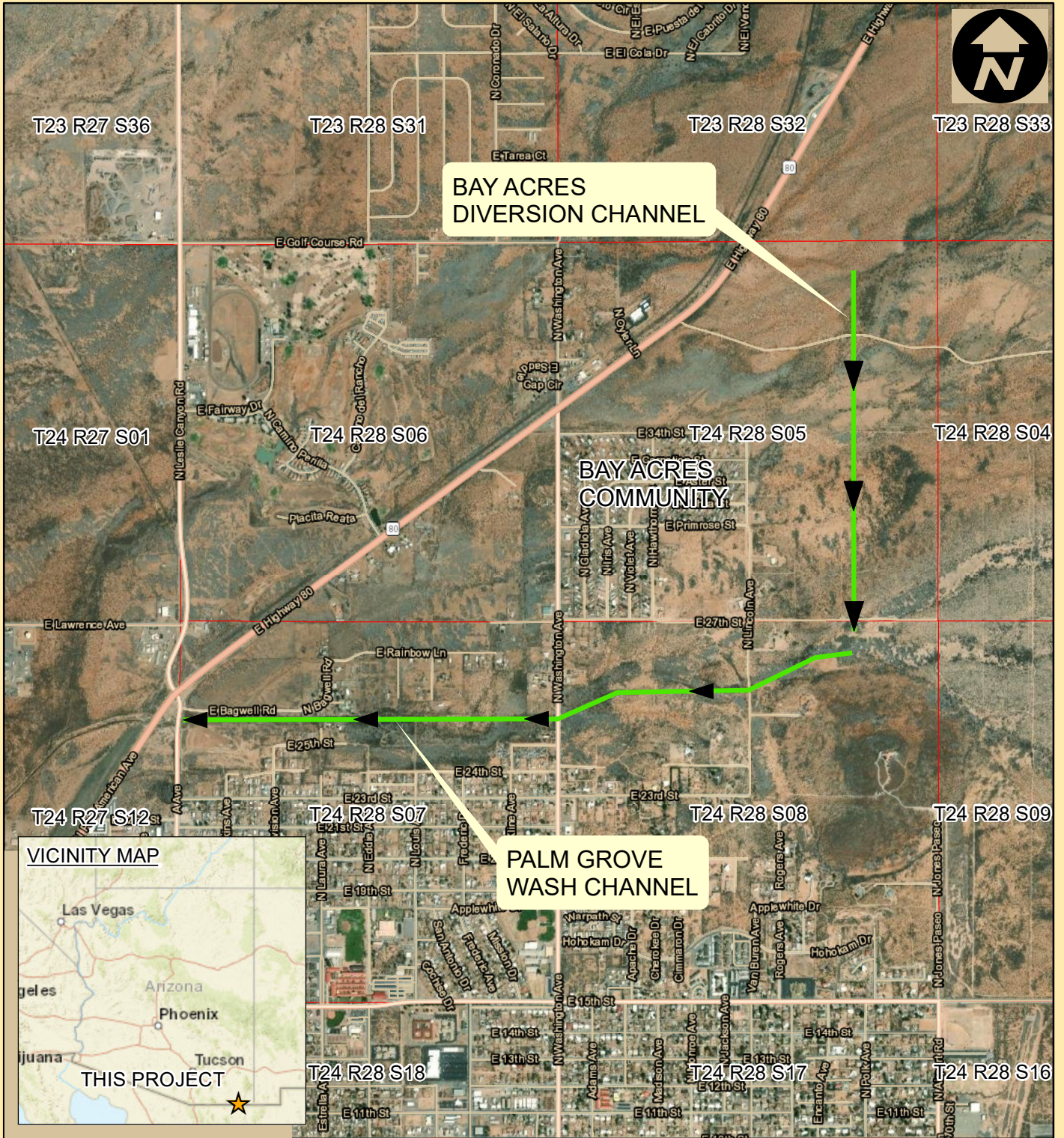
1.2 PURPOSE

The purpose of this project is to design a constructed channel system designed to increase the level of flood protection for the Bay Acres Community from the 1% annual chance exceedance probability storm event (100-year storm). The purpose of this contract is to prepare plans, special provisions and engineer's opinions of probable construction costs for the construction of a flood control channel system as shown on Figure 1-1.

1.3 LOCATION

The project location is north of the City of Douglas in unincorporated Cochise County, Arizona. The channel system is within portions of Sections 05, 07, & 08, Township 24 South, Range 28 East, Gila & Salt River Meridian, as shown on Figure 1-1.

The proposed channel system consists of two distinct but connected reaches of constructed trapezoidal channel. The Bay Acres Diversion channel reach measures approximately 1.0 mile in length and captures runoff flow emanating from the off-site land to the east, extending as far as the Perilla Mountains located roughly 5.5 miles east of the project site. The Palm Grove Wash channel reach measures approximately 1.8 mile in length and is proposed to receive the Bay Acres Diversion Channel reach flows along with runoff naturally draining towards the channel. The Palm Grove Wash discharges into the existing box culvert beneath North A Avenue.



Engineering & Natural Resources Department
 1415 Melody Lane
 Bisbee, AZ 85603

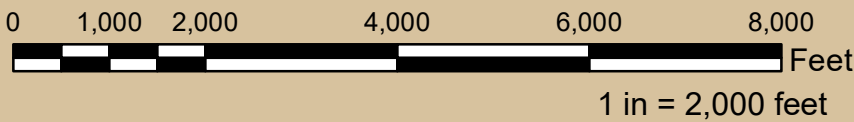


FIGURE 1 - PROJECT LOCATION MAP
BAY ACRES FLOODPLAIN MITIGATION
SCOPE OF WORK-DESIGN
COCHISE COUNTY, ARIZONA



Hydrology & Geomorphology, Inc.
 40 E. Helen Street
 Tucson, AZ 85705

1.4 AGENCIES

The COUNTY will be the lead agency and sole reviewing agency. Coordination with the Arizona Department of Transportation (ADOT) or any other agency is not anticipated.

1.5 CONTRACTING MECHANISM

The COUNTY intends to award a contract under the Arizona Department of Administration State Procurement Office On-Call Engineering Contract and Purchase Order ADSO18-207044.

1.6 CONTRACT TIME

The design shall be complete within 42 weeks from the Notice to Proceed date. The Conditional Letter of Map Revision (CLOMR) package shall be delivered within 44 weeks from the Notice to Proceed date. The total contract time frame will not exceed 308 calendar days excluding additional services.

1.7 SCHEDULE

Kick Off meeting	1 week from NTP
Topography Survey Submittal.....	6 weeks from NTP
Design Concept Report (DCR) Review Meeting.....	3 weeks from NTP
Geotechnical Investigation Completion	4 weeks from NTP
30% Design Submittal	20 weeks from NTP
30% Design Review Meeting.....	22 weeks from NTP
90% Design Submittal	30 weeks from NTP
90% Design Review Meeting.....	32 weeks from NTP
100% Submittal.....	36 weeks from NTP
Final Review Meeting.....	38 weeks from NTP
Final Construction Package	42 weeks from NTP
CLOMR Submittal.....	44 weeks from NTP

1.8 REFERENCE MATERIAL

Design Concept Report (DCR) for Bay Acres Floodplain Mitigation Project, JE Fuller/Hydrology & Geomorphology, Inc., December 17, 2021

1.9 DATA DELIVERY STANDARDS

The CONSULTANT shall use CADD FORMAT for data deliverables as well as providing digital imagery and linework in GIS format. Data shall be provided in the Cochise County Low Distortion Projection (LDP).

1.10 HORIZONTAL CONTROL, RIGHTS OF WAY, AND EASEMENTS

The COUNTY will acquire rights-of-entry for site investigations including geotechnical investigations and topography survey.

The CONSULTANT will identify parcels that may be affected by the project so that the COUNTY can order the title reports.

The CONSULTANT shall identify and dimension the rights-of-way and easements for parcels required for the project features on the 30% plans and tie the rights-of-way into the section surveys. The project rights-of-way that have been identified by the COUNTY for acquisition shall also be indicated on the project plans. If dimensioning and tying into the rights-of-way on plan is not possible due to space limitations, the CONSULTANT shall provide separate exhibit showing the rights-of-way tie-in with existing section corners.

The CONSULTANT shall identify any temporary construction easements (TCE) required to complete the project. The limits of TCE shall be shown on the plans with tie-in to the existing monumentation.

The CONSULTANT shall prepare a separate geometric sheet showing section lines, project control survey centerline, proposed rights-of-way and approximate property lines affected by the project based upon available assessors' information. The approximate property lines will not be annotated, however, the book/map/page information from the assessor's information will be provided. The geometric sheet shall be made a part of the design plans and the items shown on geometric sheet shall also be shown on the design plans.

All elements required to be constructed shall be clearly annotated and labeled. A legend and line and curve tables may be used. Curves shall include the delta angle, radius and arc-length. Local tangent bearings shall be annotated for non-tangent curves.

2 CONSULTANT SERVICES

The CONSULTANT shall provide all labor, materials, transportation, and expertise to complete the following tasks to the satisfaction of the COUNTY.

2.1 GENERAL PROVISIONS

Listed below are the overall provisions of this design contract:

1. Channel design for the 1-percent annual chance exceedance storm (100-year storm) as determined in the Bay Acres DCR
2. Maximum ten (10) intermediate channel grade control structures on the Bay Acres Diversion and Palm Grove Channel reaches
3. Maximum four (4) box culverts at existing roadway crossings, west (downstream) of North Washington Avenue
4. Channel DCR Plan Sheets were provided at 1"=100' scale (plan view); it is assumed that the final construction plan sheets will be plotted at typical 1"=100' scale. Detail views will be at finer scales.
5. Prime Consultant will rely on subconsultants to complete tasks not performed directly by Prime Consultant

2.2 TASK 1: PROJECT MANAGEMENT AND COORDINATION

The CONSULTANT shall:

1. Identify a project manager who will be responsible for managing the budget, schedule, and deliverables throughout the project, including the management of budget, schedule, and deliverables of any Subconsultants, as well as report directly to the County's project manager;
2. Identify all Subconsultants who will be involved in the project;
3. Assign roles and communication system for CONSULTANT and Subconsultant project team members;
4. Schedule and coordinate field work, including topography survey, geotechnical investigations, and other field work as necessary;
5. Lead conference calls/meetings with the COUNTY for the duration of the contract

DELIVERABLE 1: Monthly Invoices and Meeting Minutes

2.3 TASK 2: SURVEY, PHOTOGRAMMETRY, AND MAPPING

All survey will be performed using the Cochise County Low Distortion Projection (LDP). The CONSULTANT shall provide qualified personnel to perform the following tasks:

1. Project set up, pre-survey, calculations, establish site survey control, with basis of coordinates and elevation located in close proximity to project site
2. Locate existing section corners
3. Provide section lines
4. Set 23 target panels for aerial mapping
5. Provide aerial mapping at a 1"=40' scale map with a 1-foot contour interval (Aerial mapping extents: strip of land approximately 3 miles in length, by 500 feet wide)

6. Collect existing culvert structures; provide invert elevations and descriptions for selected locations along the project area
7. Provide best-fit translation of survey data to State Plane, International feet

DELIVERABLE 2:

CADD format drawing in LDP coordinate system and points with point descriptions in .txt format

CADD format drawing of best fit State Plane translation

Basis of Bearings, Elevations and Coordinates in Microsoft Word format

2.4 TASK 3: PRELIMINARY ENVIRONMENTAL EVALUATION

The project site includes ephemeral watercourses that are potentially jurisdictional under current Clean Water Act Section 404 regulations and may be subject to other environmental regulations. The following task description is proposed as an initial data collection effort for environmental evaluation of the project area.

Task 3.1: Field Preparation – CONSULTANT will prepare aerial-based field maps in hard copy and digital format that include parcel boundaries, potential delineated Waters of the U.S. (WUS) as applicable, and other supporting data such as topography and hydrology modeling. Data dictionaries for GPS instrumentation and electronic forms for mobile application will be developed to facilitate data collection in the field.

Task 3.2: Desktop Biological Evaluation – CONSULTANT will review relevant online biological resources to determine whether any federally protected species could occur within the project area or have suitable habitat in the vicinity.

Task 3.3: Field Mapping/Preliminary Delineation – CONSULTANT will record and document using GPS instrumentation, potentially jurisdictional 404 resources in the study area following the most recent Army Corps of Engineers (Corps) guidance to verify indicators of the desktop-mapped Waters of the U.S. Data collected in the field will include ground photos, azimuth, and coordinates; aquatic resource type and dimensions (e.g., wash width, depth, substrate, slope, etc.); presence of Ordinary High Water Mark (OHWM) indicators; dominant vegetation; and general site conditions necessary to complete the required Corps datasheets and documentation for the final report. Data collected as part of this Phase I effort will NOT be submitted to the Corps as part of this initial effort. However, the data gathered would conform to Corps guidance and guidelines, including the Corps' March 16, 2017, Minimum Standards for Acceptance of Aquatic Resource Delineation Reports and the Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States. Any delineations conducted for this project would comply with the definition of a Water of the U.S. as outlined in the 2008 Rapanos & Carabell Guidance.

CONSULTANT will also conduct a field reconnaissance or habitat evaluation for any biological resources of concern that were identified during Task 3.2. CONSULTANT will not conduct any protocol-level surveys as part of this task but we will provide recommendations for further surveys or permitting, if necessary.

Task 3.4: Digitize Aquatic Resources – CONSULTANT will import and organize data collected in the field in ArcGIS Pro to refine and or correct the desktop mapping process that was conducted as part of Task 3.2.

Task 3.5: Maps, Graphics, and Tables – CONSULTANT will compile collected field data into appropriate tables, maps, and graphics that could eventually be required by the Corps should COUNTY decide to submit either a Preliminary Jurisdictional Determination or Approved Jurisdictional Determination.

Task 3.6: Technical Memorandum (DELIVERABLE 3) – CONSULTANT will develop a technical memorandum which will detail the methodology and results of the field work including any potentially jurisdictional washes in the project area or other biological resources of concern. CONSULTANT will work review the potential nationwide permits available for the potential uses presented. CONSULTANT will then compile a matrix that lists the available nationwide permits based on our understanding of the proposed action, along with the requirements and limitations of their use. Please note that this Technical Memorandum is intended as a baseline analysis for potentially jurisdictional washes in the study area. Associated maps and shapefiles will be developed for informational and planning purposes only and not intended for submittal to USACE or any other regulatory agency.

Task 3.7: Presentation of Phase 1 Results – CONSULTANT will set up a meeting to present the results of the desktop and field delineation to Cochise County.

Task 3.8: Determination of Next Steps – CONSULTANT will work collaboratively with COUNTY team members to determine the appropriate next steps to comply with Corps or other environmental or cultural permitting requirements.

Task 3.9: Scope Creation (DELIVERABLE 3) – CONSULTANT will prepare the Scope of Work for future efforts and submit it to the COUNTY team for review and comment. A final scope incorporating all comments will be submitted at the end of this task.

Task 3 Assumptions and Limitations:

- The scope of work does not include a preconstruction notification package and supplemental studies for the Corps.
- Endangered Species Act compliance and Cultural Resources Inventory tasks are not included in this scope of work.
- No delineation of wetlands is included as part of this scope.
- JD forms for submittal to the Corps are not part of this scope of work.
- Meetings or additional field visits not specified herein are not included in this cost estimate. If additional meetings, coordination, or field visits are required a cost modification will be negotiated on a time-and-materials basis.
- Access to the project area, if restricted, will be arranged by an agency or COUNTY representative. If for any reason CONSULTANT's staff is not able to survey the project area due to access restrictions or inclement weather, additional costs could be incurred beyond the amount proposed herein.
- No report will be prepared as part of this initial data collection effort. Only a tech memo will be provided for planning purposes.

- If at 30% design deliverable, the need for NEPA requirements are determined to be needed, the contract may be amended to provide for NEPA requirement clearances

2.5 TASK 4: GEOTECHNICAL INVESTIGATION

Field Work

Task 4.1: Utility Marking – CONSULTANT will contact the Arizona 811 call center for location of underground utilities. CONSULTANT will not accept liability from damages arising from any harm to or the disruption of utilities caused by the site work, which are not included in the one-call system or were not brought to CONSULTANT’s attention prior to conducting the subsurface investigation.

Task 4.2: Mobilization & Demobilization – We plan to mobilize and demobilize CONSULTANT field personnel, a truck-mounted, two wheel drive drill rig and an auxiliary vehicle(s) to and from the project site.

Task 4.3: Boring Locations– Assume all boring locations are accessible to a two wheel drive drilling rig. The client will provide a scaled site plan for our use in locating the borings.

Task 4.4: Soil Borings –Drill a total of 15 test borings by hollow stem auger methods. Ten of the borings at the grade control structure locations will be to depths of approximately 30 feet below grade unless shallower refusal is encountered. The remaining 5 borings at culvert locations and the gabion structure will be to depths of 15 feet. We will perform standard penetration testing or open-end drive sampling at 5 foot intervals or less in the borings.

Should the evaluation reveal unexpected conditions, an alternate program may be recommended, following review of data by our project engineer. CONSULTANT will however, not exceed the scope of work proposed herein without your prior approval.

Laboratory Analysis

Task 4.5: Laboratory Analysis – Laboratory tests will be performed as considered necessary for engineering analysis. Tests which may be necessary for the project include moisture content, density, grain-size analysis, Atterberg limits and consolidation and/or expansion.

Engineering Analysis & Report

Task 4.6: Engineering Analysis & Report (DELIVERABLE 4) – Engineering analysis of the data collected in the field and laboratory testing would be made. One electronic copy of a geotechnical evaluation report would be submitted, which would include the following:

- A. Logs of test borings, a site plan showing their locations, and a description of procedures and equipment used in the exploratory program.
- B. Results of laboratory tests.
- C. A description of the geotechnical profile encountered.
- D. Recommended foundation bearing pressures or capacities, foundation depths and geometries, and criteria for design for the resistance of lateral loads.
- E. Estimated foundation settlements.
- F. Guide specifications for site grading and foundation construction.

Task 4 Exclusions

This task does not include:

- Using private locators to locate below ground utilities
- Pot-holing to find below ground utilities
- Restoration of the land or vegetation disturbed or removed to allow for drill rig access
- Repair of utilities damaged during field work or test excavating that are not properly located
- Sleeving or covering overhead power lines

2.6 TASK 5: HYDROLOGIC ANALYSES

The CONSULTANT shall use the combination off-site rainfall/runoff modeling using HEC-HMS and on-site rainfall/runoff modeling using FLO-2D developed for the Bay Acres DCR to support the final design. The findings of the hydrologic study will be presented in the Drainage Report(s). No separate hydrology report will be produced following completion of this Task.

2.7 TASK 6: HYDRAULIC ANALYSES

The CONSULTANT shall use the combination off-site rainfall/runoff modeling using HEC-HMS and on-site rainfall/runoff modeling using FLO-2D developed for the Bay Acres DCR to support the final design. The use of an on-site HEC-RAS model is acceptable for use in supporting the final design. Hydraulic analysis shall be provided within the project limits and shall extend upstream and downstream as required to ensure proper function of the project improvements.

Proposed Road Crossings:

Hydraulic analysis shall include culvert crossings as located on the draft plans. The CONSULTANT shall evaluate 100-year storm-sized box culvert alternatives for each crossing. The hydraulic analysis shall be performed for the upstream and downstream riprap protection.

Drop Structures and Erosion Protection

The CONSULTANT shall analyze a need for drop structures and erosion protection (bank lining) within the project reach. The channel will be designed as an earthen channel. The need for the drop structure will be analyzed based on acceptable mid-channel velocities, acceptable near bank velocities, maintenance of sediment continuity and proposed bank lining. The hydraulic considerations for the drop structures shall include upstream and downstream velocities, depth of flows, Froude number, bank erosion protection and the proposed type of drop structure.

The Drainage Report will document design methodology, assumptions, calculations, and hydrology/hydraulics models, incorporating Task 5 and Task 6 efforts.

Draft Drainage Reports:

30% Design (**DELIVERABLE 5**)

90% Design (**DELIVERABLE 6**)

Draft Final Drainage Report:

100% Design (**DELIVERABLE 7**)

2.8 TASK 7: DESIGN AND CONSTRUCTION DOCUMENTS

CONSULTANT shall prepare construction bid package including construction plans, special provisions, quantities estimates, and engineer's opinion of probable construction costs. The scope of work is based on a total channel design length of 2.8 miles. If the selected channel alignment is longer than 2.8 miles, additional sheets shall be authorized via contract change order to cover the required additional plan coverage area.

2.8.1 30% Design Submittal (DELIVERABLE 9)

For the initial phases of design, the DCR will provide the basis for design alignment, elevations, typical channel cross section configuration(s) and limits of disturbance, at a minimum. This stage of design will include the following, at a minimum: channel bed elevation profiles, plotted channel cross sections at selected locations, requests for utility base maps and transfer of information received onto the project mapping, receipt (COUNTY provided) of parcel and property owner information for the affected parcels located along the project alignment, initial selection of locations and configurations for proposed box culverts and transverse channel grade control structures, initial selection of proposed local erosion protection locations.

The proposed rights-of-way and easements required shall be dimensioned and tied to monumentation to allow COUNTY staff to prepare legal descriptions for the project. Rights-of-way acquired by the COUNTY shall be identified on the project plans.

The 30% Design Submittal will consist of the following: Construction Plans, Quantities Estimates and Engineer's Opinion of Probable Cost.

2.8.2 90% Design Submittal (DELIVERABLE 10)

Following COUNTY review of the 30% Construction Package, the plans and associated documentation will be advanced to the 90% Stage. The 90% Design Stage Construction package shall consist of the 30% Package contents as revised per COUNTY review, drafts of the Special Provisions will be provided to the COUNTY in conjunction with the Construction Package submittal starting at the 90% Stage.

2.8.3 100% Design Submittal (DELIVERABLE 11)

Following COUNTY review of the 90% Construction Package, the plans and associated documentation will be advanced to the 100% Stage. The 100% Design Stage Construction package is considered a pre-final package consisting of the 90% Package contents as revised per COUNTY review.

2.8.4 Final Design Submittal (DELIVERABLE 12)

Following COUNTY review of the 100% Construction Package, the plans and associated documentation will be advanced to the Final Stage. The Final Design Stage Construction package will consist of the 100% Package contents as revised per COUNTY review and elements will be stamped by a registered Arizona Professional Engineer (PE).

2.9 TASK 8: BENEFIT/COST RATIO (B/C RATIO) ESTIMATION

Based on COUNTY-provided Assessor's parcel data and the project Engineer's opinion of Probable Cost, CONSULTANT shall prepare a Benefit/Cost Ratio estimation based on accepted methodology. The

methods, assumptions, and conclusions will be summarized in a technical memorandum (**DELIVERABLE 13**) summarizing the B/C ratio estimation.

2.10 TASK 9: CONDITIONAL LETTER OF MAP REVISION (CLOMR) SUBMITTAL

Prepare CLOMR package to be submitted to FEMA regarding the changes in the floodplain due to proposed project, should the proposed project be built. The CONSULTANT shall generate the CLOMR technical data notebook for the project per the Arizona Department of Water Resources (ADWR) State Standards Attachment 1-97 (SSA1-97) using the ADWR/FEMA submittals outline. The CLOMR package will include but not be limited to the hydraulic analysis (including cross-section identification), new floodplain delineation, and FEMA forms. The CONSULTANT shall run the profiles for the design conditions for the CLOMR using the project hydrologic analyses. It is assumed that one CLOMR submittal will be required; responding to FEMA comments is not included in the Scope of Work.

The CLOMR package shall be submitted to the COUNTY with the 90% submittal and finalized after the 100% submittal (**DELIVERABLE 14**). The COUNTY will submit the CLOMR information to FEMA.

3 EXCLUSIONS

The following items are excluded from the Scope of Work:

1. Public Involvement, Public Meetings, All Interaction with Public
2. Archaeological Investigations, Permits, Documentation
3. Arizona State Historic Preservation Office (SHPO) Investigations, Permits, Documentation
4. Alternatives Analysis
5. Value Engineering
6. Maintenance Plans and Schedules
7. Landscape Plans, Irrigation Plans, Landscape Architecture
8. Plant Inventories
9. Post-Design Services
10. Coordination/Permitting with Arizona Department of Transportation (ADOT)
11. Legal Easement Boundaries or Legal Description Preparation
12. Structural Engineering
13. Utility Coordination, Locating, or Relocation Design
14. Construction Staking
15. Pot-Holing Excavation of Existing Utilities
16. Blue Staking Requests
17. Property Owner Notification
18. Construction Contractor Bidding Phase Processes
19. Payment of Agency Submittal and Review Fees
20. As-Built Plan Preparation



ATTACHMENT B
Summary Fee Estimate



PROJ: Cochise County/Bay Acres Design Project
 DETAIL: Total Project Fee Estimate
 DATE: June 27, 2022
 Prepared by: JE Fuller/Hydrology & Geomorphology (JEF)

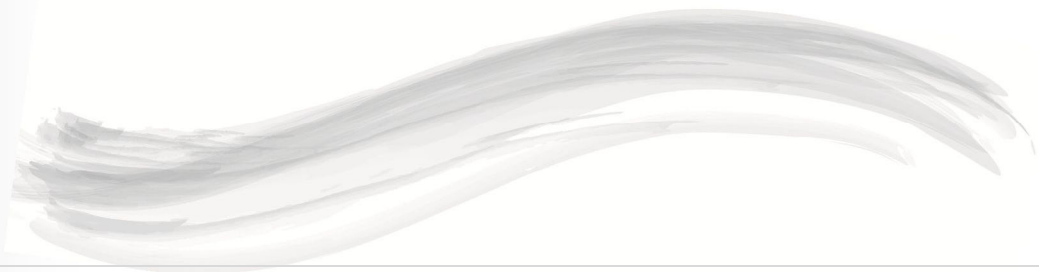
TABLE 2: TOTAL FEE ESTIMATE FOR BAY ACRES DESIGN PROJECT

Task	Title	Deliverable (see SOW for task details)	Costs			
			JE Fuller	ALTA	Conforma Tech	TOTAL
1	PROJECT MANAGEMENT AND COORDINATION	Monthly Invoices, Meeting Minutes (DELIVERABLE 1)	\$27,930	-	-	\$27,930
2	SURVEY, PHOTOGRAMMETRY, AND MAPPING	DELIVERABLE 2: CADD format drawing in LDP coordinate system and points with point descriptions CADD format drawing of best fit State Plane translation Basis of Bearings, Elevations and Coordinates in Microsoft Word format	\$2,771	\$38,365	-	\$41,136
3	PRELIMINARY ENVIRONMENTAL EVALUATION	Technical Memorandum and Future Phase Scope (DELIVERABLE 3)	\$8,560	-	-	\$8,560
4	GEOTECHNICAL INVESTIGATION	Geotechnical Evaluation Report (DELIVERABLE 4)	\$1,266	-	\$15,200	\$16,466
5	HYDROLOGIC ANALYSES	Draft Drainage Reports: 30% Design (DELIVERABLE 5) 90% Design (DELIVERABLE 6)	\$13,710	-	-	\$13,710
6	HYDRAULIC ANALYSES	Draft Final Drainage Report: 100% Design (DELIVERABLE 7) Final Drainage Report (DELIVERABLE 8)	\$22,590	-	-	\$22,590
7	DESIGN AND CONSTRUCTION DOCUMENTS	Draft Construction Package: 30% Design (DELIVERABLE 9) 90% Design (DELIVERABLE 10) 100% Design (DELIVERABLE 11) Final Construction Package: Final Drainage Report (DELIVERABLE 12)	\$78,500	-	-	\$78,500
8	BENEFIT/COST RATIO (B/C RATIO) ESTIMATION	Technical Memorandum Summarizing B/C Ratio Estimation (DELIVERABLE 13)	\$9,500	-	-	\$9,500
9	CONDITIONAL LETTER OF MAP REVISION (CLOMR) SUBMITTAL	Technical Data Notebook for FEMA Submittal (DELIVERABLE 14)	\$19,600	-	-	\$19,600
SUBTOTALS			\$184,427	\$38,365	\$15,200	\$237,992
CONTINGENCY					10%	\$23,799
PROJECT TOTAL FEE						\$261,791

Notes:
 3.00% Subconsultant markup included in JEF Cost
 The total fee is Not to Exceed (NTE)
 Where needed tasks may be performed concurrently or out of the sequence indicated above.



ATTACHMENT C
JE Fuller Fee Estimate



PROJ: Cochise County/Bay Acres Design Project
 DETAIL: JE Fuller Fee Estimate
 DATE: June 27, 2022
 Prepared by: JE Fuller/Hydrology & Geomorphology (JEF)

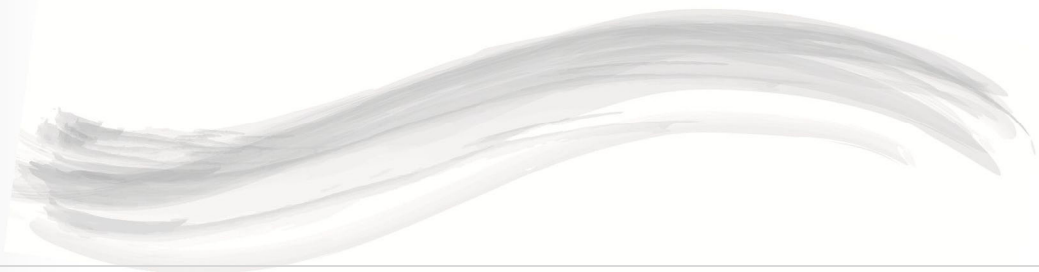
TABLE 1: JE FULLER FEE ESTIMATE FOR BAY ACRES DESIGN PROJECT

Task	Title	Deliverable (see SOW for task details)	JE Fuller Hours							Total Hours	JE Fuller Labor Cost	JE Fuller Direct Costs	JE Fuller Total Cost
			Master Engineer II	Senior Engineer II	Senior Engineer I	Project Engineer II	Project Engineer I	Engineer in Training	Environmental Planner				
			\$175.00	\$145.00	\$135.00	\$125.00	\$115.00	\$95.00	\$115.00				
1	PROJECT MANAGEMENT AND COORDINATION	Monthly Invoices, Meeting Minutes (DELIVERABLE 1)	6	0	180	0	0	24	0	210	\$27,630	\$300	\$27,930
2	SURVEY, PHOTOGRAMMETRY, AND MAPPING	DELIVERABLE 2: CADD format drawing in LDP coordinate system and points with point descriptions CADD format drawing of best fit State Plane translation Basis of Bearings, Elevations and Coordinates in Microsoft Word format	0	0	12	0	0	0	0	12	\$1,620	\$0	\$1,620
3	PRELIMINARY ENVIRONMENTAL EVALUATION	Technical Memorandum and Future Phase Scope (DELIVERABLE 3)	0	0	14	0	0	0	58	72	\$8,560	\$0	\$8,560
4	GEOTECHNICAL INVESTIGATION	Geotechnical Evaluation Report (DELIVERABLE 4)	0	0	6	0	0	0	0	6	\$810	\$0	\$810
5	HYDROLOGIC ANALYSES	Draft Drainage Reports: 30% Design (DELIVERABLE 5) 90% Design (DELIVERABLE 6)	8	0	16	80	0	0	0	104	\$13,560	\$150	\$13,710
6	HYDRAULIC ANALYSES	Draft Final Drainage Report: 100% Design (DELIVERABLE 7) Final Drainage Report (DELIVERABLE 8)	24	0	24	120	0	0	0	168	\$22,440	\$150	\$22,590
7	DESIGN AND CONSTRUCTION DOCUMENTS	Draft Construction Package: 30% Design (DELIVERABLE 9) 90% Design (DELIVERABLE 10) 100% Design (DELIVERABLE 11) Final Construction Package: Final Drainage Report (DELIVERABLE 12)	24	120	80	24	320	60	0	628	\$77,900	\$600	\$78,500
8	BENEFIT/COST RATIO (B/C RATIO) ESTIMATION	Technical Memorandum Summarizing B/C Ratio Estimation (DELIVERABLE 13)	8	0	60	0	0	0	0	68	\$9,500	\$0	\$9,500
9	CONDITIONAL LETTER OF MAP REVISION (CLOMR) SUBMITTAL	Technical Data Notebook for FEMA Submittal (DELIVERABLE 14)	12	0	40	60	40	0	0	152	\$19,600	\$0	\$19,600
TOTALS			82	120	432	284	360	84	58	1420	\$181,620	\$1,200	\$182,820

Notes:
 The total fee is Not to Exceed (NTE)
 Where needed tasks may be performed concurrently or out of the sequence indicated above.



ATTACHMENT D
ConformaTech Fee Estimate





Geotechnical • Environmental • Materials Testing

22 April 2022
CTEC Proposal No. TG 22 04 09

JE Fuller
40 East Helen Street
Tucson, Arizona 85705

Attn: Cy Miller, P.E.

Re: Geotechnical Evaluation
North Douglas Drainage Way Improvements
Pan American Ave. and Bagwell Rd. to East of Lincoln Ave., and to North of 34th St.
Cochise County, Arizona

In response to your request, our proposal for the performance of a geotechnical evaluation of the referenced project site is presented herein. The purpose of the ConformaTech, Inc. (CTEC) services would be to evaluate the properties of the geotechnical profile beneath the site to provide criteria for foundation design. Our understanding of the details of the project upon which the proposal is based, the proposed scope of work, fees, contractual terms and schedule are given in the following sections.

1.0 PROJECT DESCRIPTION

We understand drainage improvements in this area will include channelization of existing washes over an approximately 3-mile alignment length. These improvements will include approximately 10 grade control structures. Seven of the grade control structures may be along the east-west portion of the alignment and 3 may be along the north-south portion of the alignment. There will possibly be a gabion erosion control structure at the confluence. Approximately four new box culvert structures may be constructed at existing road crossings west of Washington Street.

ConformaTech, Inc.
1425 East Apache Park Place
Tucson, Arizona 85714

phone 1.520.573.2045
fax 1.520.573.0528

2.0 SCOPE OF WORK

2.1 FIELD WORK

2.1.1 Utility Marking

CTEC will contact the Arizona 811 call center for location of underground utilities. CTEC will not accept liability from damages arising from any harm to or the disruption of utilities caused by the site work, which are not included in the one-call system or were not brought to CTEC's attention prior to conducting the subsurface investigation.

2.1.2 Mobilization & Demobilization

We plan to mobilize and demobilize CTEC field personnel, a truck-mounted, two wheel drive drill rig and an auxiliary vehicle(s) to and from the project site.

2.1.3 Boring Locations

We have assumed all boring locations are accessible to a two wheel drive drilling rig. The client will provide a scaled site plan for our use in locating the borings.

2.1.4 Soil Borings

We plan to drill a total of 15 test borings by hollow stem auger methods. Ten of the borings at the grade control structure locations will be to depths of approximately 30 feet below grade unless shallower refusal is encountered. The remaining 5 borings at culvert locations and the gabion structure will be to depths of 15 feet. We will perform standard penetration testing or open-end drive sampling at 5 foot intervals or less in the borings.

Should the evaluation reveal unexpected conditions, an alternate program may be recommended, following review of data by our project engineer. We will however, not exceed the scope of work proposed herein without your prior approval.

2.2 LABORATORY ANALYSIS

Laboratory tests would be performed as considered necessary for engineering analysis. Tests which may be necessary for the project include moisture content, density, grain-size analysis, Atterberg limits and consolidation and/or expansion.

2.3 ENGINEERING ANALYSIS & REPORT

Engineering analysis of the data collected in the field and laboratory testing would be made. One electronic copy of a geotechnical evaluation report would be submitted, which would include the following:

- A. Logs of test borings, a site plan showing their locations, and a description of procedures and equipment used in the exploratory program.
- B. Results of laboratory tests.
- C. A description of the geotechnical profile encountered.
- D. Recommended foundation bearing pressures or capacities, foundation depths and geometries, and criteria for design for the resistance of lateral loads.
- E. Estimated foundation settlements.
- F. Guide specifications for site grading and foundation construction.

3.0 FEES

Charges for the scope of work outlined above would be a lump sum of \$15,200.00.

This fee does not include:

- using private locators to locate below ground utilities
- pot-holing to find below ground utilities
- restoration of the land or vegetation disturbed or removed to allow for drill rig access
- repair of utilities damaged during field work or test excavating that are not properly located
- sleeving or covering overhead power lines

The fee quoted above includes the routine minor consultation with the prime professional and other members of the design team normally involved with this type of project. If additional addendums or letters are required as a result of changes in the project details, additional fees would be involved.

4.0 SCHEDULE

The field work should begin within 5 working days following your notice to proceed and the location of utilities. One working day will be required to complete the exploratory borings after the utilities have been located. The final report should be submitted about 30 working days following the start date.

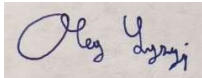
Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify. We appreciate your consideration of our firm for the geotechnical engineering services required for the project.

If the purpose, scope, schedule and fee for the geotechnical services described in this proposal are responsive to your needs on this project, please sign and return one copy of the attached

Geotechnical Evaluation
North Douglas Drainage Way Improvements
Pan American Ave. and Bagwell Rd. to East of Lincoln Ave., and to North of 34th St.
Cochise County, Arizona
CTEC Proposal No. TG 22 04 09
22 April 2022
Page 4

Consulting Services Agreement in the space provided as an indication of your acceptance of our terms and authorization for us to proceed.

Respectfully submitted,
ConformaTech, Inc.

A handwritten signature in blue ink on a light-colored rectangular background. The signature is cursive and reads "Oleg B. Lysyj".

Oleg B. Lysyj, P.E.
Geotechnical Engineer

Copies: Addressee (1-electronic)
File (1)

SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement"), effective 22 April 2022, is made by and between ConformaTech, Inc. (CTEC), an Arizona corporation, with an address at 1425 East Apache Park Place, Tucson, Arizona 85714 (hereinafter referred to as "CTEC") and JE Fuller with an address at 40 East Helen Street, Tucson, Arizona 85705 (hereinafter referred to as "CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

1. SERVICES: CTEC will perform for CLIENT consulting and engineering services (hereinafter referred to as "Services") as described in Exhibit 1, Proposal No. TG 22 04 09, dated 22 April 2022, which is attached to and made a part of this Agreement.

2. COMPENSATION: CTEC will be compensated for its Services on a fixed-price basis in the amount set forth in Exhibit 1, Proposal. In addition to the amount shown in Exhibit 1, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. Invoicing will be as presented in the attached proposal CTEC TG 22 04 09 with a one and one-half percent (1.5%) per month service charge on balances past due. Interest shall be computed from the date of invoice. Payment will be made to CTEC at:

Remittance Address:
ConformaTech, Inc.
1425 East Apache Park Place
Tucson, Arizona 85714

CLIENT's payment shall represent CLIENT's acceptance of the Services invoiced by CTEC.

Upon CLIENT's failure to make payment in accordance with the terms hereof, CTEC may suspend performance of Services under this Agreement until CTEC has been paid in full for all balances past due including applicable service charges.

3. STANDARD OF CARE: CTEC will strive to perform Services in a manner consistent with that level of care and skill ordinarily exercised by other members of CTEC's profession currently practicing in the same locality under similar conditions.

NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

4. INDEPENDENT CONTRACTOR: CTEC shall be fully independent and shall not act as an agent or employee of CLIENT. CTEC shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

5. INSURANCE: CTEC currently carries Worker's Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages.

6. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Further, if CTEC believes any subsurface or physical condition at or contiguous to the site is of an unusual nature and differs materially from conditions generally

encountered or generally recognized as inherent in the character of Services provided in this Agreement, a change exists. If any such change causes an increase or decrease in CTEC's cost of, or the time required for, the performance of any part of the Services, a mutually acceptable equitable adjustment shall be made to the price and performance schedule of this Agreement.

7. FORCE MAJEURE: Should performance of Services by CTEC be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CTEC; fires; floods; labor disturbances; and unusually severe weather. CTEC will be granted a time extension and the parties will negotiate an equitable adjustment to the price of this Agreement, where appropriate, based upon the effect of the Force Majeure on performance by CTEC.

8. INSTRUMENTS OF SERVICE: All reports, drawings, plans, or other documents (or copies) furnished to CTEC by the CLIENT, shall at CLIENT's written request, be returned upon completion of the Services hereunder; provided, however, that CTEC may retain one (1) copy of all such documents. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by CTEC under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with CTEC. CLIENT's right of use of instruments of service, if any, is limited to that use specified in Exhibit 1. The instruments of service are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the work or on any other project.

9. CLIENT'S RESPONSIBILITIES: CLIENT agrees to: (i) provide CTEC all available material, data, and information pertaining to the Services, including, without limitation, the composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, any hazards that may be present, the nature and location of underground or otherwise not readily apparent utilities, summaries and assessments of the site's past and present compliance status, and the status of any filed or pending judicial or administrative action concerning the site; (ii) convey and discuss such materials, data, and information with CTEC; and (iii) ensure cooperation of CLIENT's employees.

CLIENT shall indemnify, defend, and save CTEC harmless from and against any liability, claim, judgement, demand, or cause of action arising out of or relating to: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors, or agents; (iii) any allegation that CTEC is the owner or operator of a site, or arranged for the treatment, transportation or disposal of hazardous materials, including all adverse health effects thereof and (iv) site access or damages to any subterranean structures or any damage required for site access.

In addition, where the Services include preparation of plans and specifications and/or construction oversight activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and save harmless CTEC from and against loss, damage, injury, or liability attributable to personal injury or property damage arising out of or resulting from such contractors' performance or nonperformance of their work.

10. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by CTEC for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for CTEC' site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) approve all locations for digging and drilling operations; and (v) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services.

11. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has title, free of any claim or encumbrance by others, to the materials and sites with respect to which CLIENT may request Services. Title and risk of loss with respect to all materials shall remain with CLIENT, who shall be considered the generator of such materials, and CLIENT shall execute all manifests as the generator of such materials. CLIENT, as generator, shall be liable for the arrangement, transportation, treatment, and/or disposal of all material at any site at which Services are requested.

12. LIMITATION OF LIABILITY: As part of the consideration CTEC requires for provision of the Services indicated herein, CLIENT agrees that any claim for damages filed against CTEC by CLIENT or any contractor or subcontractor hired directly or indirectly by CLIENT will be filed solely against CTEC or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

CLIENT's sole and exclusive remedy for any alleged breach of CTEC's standard of care hereunder shall be to require CTEC to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CTEC for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to CTEC for the Services or \$50,000, whichever is less. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

CTEC and CLIENT shall not be responsible to each other for any special, incidental, indirect, or consequential damages (including lost profits) incurred by either CTEC or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

13. ASSIGNMENT AND SUBCONTRACTING: This Agreement does not create any right or benefit in anyone other than CLIENT and CTEC and shall not be assigned by either party without the prior written approval of the other party. CTEC may, however, subcontract portions of the Services to a qualified subcontractor without prior approval of CLIENT.

14. PROBABLE COST: CTEC does not guarantee the accuracy of probable costs for engineering services. Such probable costs represent only CTEC judgment as a professional and, if furnished, only for CLIENT's general guidance.

15. TERMINATION: CTEC may terminate this Agreement if CLIENT becomes insolvent, enters bankruptcy, receivership or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors. Either party may terminate this Agreement at any time, with or without cause, upon ten (10) days prior written notice to the other party. CLIENT shall compensate CTEC for all Services performed hereunder through the date of termination and all-reasonable costs and expenses incurred by CTEC in effecting the termination, including non-cancelable commitments and demobilization costs.

16. DISPUTE RESOLUTION: If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, CTEC and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CTEC and CLIENT. If such negotiations are unsuccessful, CTEC and CLIENT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute can not be settled through arbitration, CTEC and CLIENT agree to attempt to settle the dispute through good faith mediation. If the dispute can not be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the state of the CTEC office entering into this Agreement.

The non-prevailing party in any litigation shall reimburse the prevailing party for the prevailing party's documented legal costs (including reasonable attorneys' fees), in addition to whatever other judgment or settlement sums may be due.

17. WAIVER OF TERMS AND CONDITIONS: The failure of either CTEC or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by CTEC or CLIENT of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

18. SEVERABILITY: Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.

19. GOVERNING LAWS: This Agreement shall be governed and construed in accordance with the laws of the state of the CTEC office entering into this Agreement.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION: CTEC agrees to comply with Executive Order 11246 and the applicable federal regulations pertaining to nondiscrimination and affirmative action, including the Equal Opportunity Clause, the Affirmative Action Clause for Handicapped Workers, and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era. Further, CTEC agrees that its facilities are not segregated.

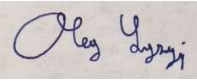
21. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of CTEC and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification or revision of any provision set forth herein or any additional provision contained in any purchase order, acknowledgment, or other form of the CLIENT is hereby superseded and expressly objected to by CTEC and shall not operate to modify this Agreement. Should CLIENT utilize its purchase order to procure services, CLIENT agrees to reference this Agreement as governing terms and conditions. Any pre-printed terms and conditions on the CLIENT's purchase order shall not apply.

In witness whereof, CLIENT and CTEC have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

ConformaTech, Inc.

By: _____

By:  _____

Title: _____

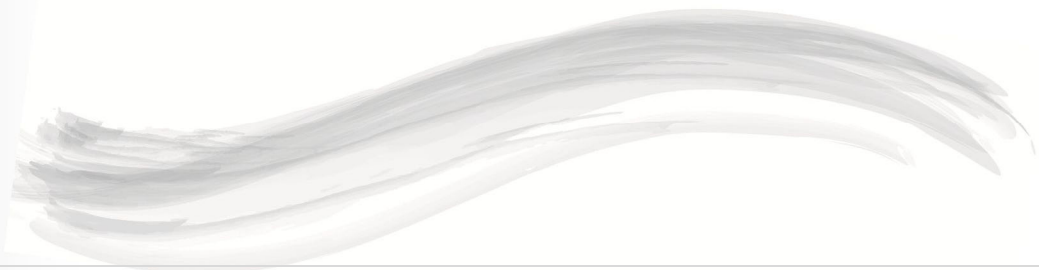
Title: Geotechnical Engineer

Date: _____

Date: 22 April 2022



ATTACHMENT E
ALTA Arizona Fee Estimate



geotechnical

survey

environmental

special inspections

material testing

PROPOSAL for PROFESSIONAL SURVEYING SERVICES

Proposal No.: 220338

Date: April 11, 2022

Client: JE Fuller
40 E. Helen Street
Tucson, AZ 85705

Project: Bay Acres Floodplain Mitigation
(Palm Grove Wash Channel & Bay Acres Diversion Channel)

Attention: Cyrus D. Miller



Alta Survey, LLC dba Alta Arizona, appreciates the opportunity to provide you with this proposal to perform surveying services for JE Fuller. The following survey services will be provided by Alta Arizona (hereinafter referred to as "Alta"):

SCOPE OF SERVICES:

Alta understands that the above referenced project consists of approximately three (3) miles of design survey for Bay Acres Floodplain Mitigation design project, located in Douglas, Arizona. Alta will provide qualified personnel to perform the following:

- Project set up Pre-survey, calculations, establish site survey control, with basis of coordinates and elevation located in close proximity to project site
- Locate existing section corners
- Provide section lines
- Set 23 target panels for aerial mapping
- Provide Aerial Mapping at a 1"=40' scale map with a 1-foot contour interval. (Aerial Mapping extents: strip of land approximately 3 miles in length by 500-foot)
- Collect existing culvert structures; provide invert elevations and descriptions for selected locations along the project area
- The survey will be performed using Cochise County's LDP datum
- Provide best fit translation of survey data to State Plane, international feet
- Deliverables: 1) CADD format drawing in LDP datum and points in .txt file with point descriptions; 2) Provide CADD format drawing of best fit State Plane translation
- Provide Basis of Bearing, Coordinates and elevations. Deliverable in Microsoft word document

FEE FOR SERVICES:

In accordance with the scope of services, specifications, and plans, the following is our proposed fee for this project:

Total Fee to perform these services:

\$38,365.00

Completed work will be invoiced at the end of each month.

I hope that this proposal is responsive to your request in terms of services, fee and schedule. If you have any questions or concerns, please contact me personally. I will be very happy to discuss and resolve them with you. I can be reached at the following number:

Phone: 520.398.6651
Email: patricia.gajda@altaarizona.com

Phoenix
Tucson
Sierra Vista

2025 W Ruthrauff Rd
Suite 125
Tucson, AZ 85710

480.656.1517
520.398.6651

altaarizona.com



Kindly indicate your acceptance by signing and initialing in the spaces indicated below and returning the entire agreement to me via either hard copy or email.

Best Regards,

Alta Arizona

Patricia Gajda, RLS
Principal

TERMS AND CONDITIONS

1. **General Conditions.** Alta Survey, LLC, an Arizona limited liability company, dba Alta Arizona ("Alta") agrees to perform the services set forth in the attached Proposal for Professional Engineering Services ("Proposal") upon Client's acceptance of these Terms and Conditions by signing below. The Proposal and these Terms and Conditions constitute the "Agreement" between the parties.
2. **Warranty.** Alta will provide professional services exercising the degree of care normally exercised under similar circumstances by reputable engineers and/or inspectors practicing in the same discipline in the same locality in the same timeframe.; Alta makes no other warranty, express or implied.
3. **Information.** Alta may rely upon information supplied by Client, Project Owner, or their agents, contractors, and other consultants involved in the Project, or upon information available from generally accepted reputable sources, including without limitation public records, without independent verification. Upon request, Client shall provide documents necessary to identify the ownership and location of the Project. If Alta encounters unforeseen conditions which, in Alta's judgment, affects or may affect the services to be provided, the risk in providing services, or the scope of services, Alta will notify Client and may elect to (a) complete the original scope of services, (b) agree with Client to modify the scope of services and fees to address the unforeseen conditions, or (c) terminate services effective upon the date of such notification.
4. **Supervision.** Alta shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures; safety precautions or safety programs in connection with the Project; contractor's schedules or failure to carry out the Project in accordance with construction documents; or the acts or omissions of the Client, Project Owner, or their contractors, subcontractors, or their agents, or employees, or any other non-Alta persons providing services or performing work on the Project.
5. **Hazardous Materials.** Alta's services shall not address or evaluate soil or groundwater contamination or pollution, asbestos, or hazardous or toxic materials. Alta's responsibility is limited to professional services performed for Client as outlined in this Agreement.
6. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Alta.
7. **Delays; Damages.** Alta's time to perform services shall be extended for delays due circumstances beyond Alta's direct control and Alta shall not be responsible for damages or be deemed in default by reason of such delay. Alta shall not be liable for any reason for any special, indirect or consequential damages, including without limitation loss of use or loss of profit. Alta does not control the duration of work by others, such as government agencies, and makes no warranty, expressed or implied, about obtaining agency approvals by a certain date. Client waives any claim against Alta for injury or loss arising from delays caused by government agencies.
8. **Inspection Services.** Alta's services shall **NOT** include inspections unless Alta is specifically contracted in writing to do so. If inspection services are part of Alta's services under this Agreement, Client acknowledges and agrees that such inspection services shall be limited to the specific inspection services described in this Agreement and that they are not intended to be an exhaustive check of every anomaly or issue required by law, building codes, manufacturers' specifications, or other legal requirements. Rather, the scope of work will comprise a representative sampling of checkpoints for a representative sampling of the works of improvement.
9. **Modifications to Agreement.** If any portion of this Agreement is modified by Client, including deletions and/or additions, Alta shall not be bound by such modifications unless Alta has indicated its acceptance by initialing each change.
10. **Survival.** These Terms and Conditions shall continue in full force and effect during, as well as after, the completion or termination of Alta's services. Client agrees that any applicable statute of limitations shall begin to run no later than the date of final completion of Alta's services. This Agreement shall be binding upon and benefit the parties and their successors and assigns.
11. **Use of Calculations, Drawings, Reports, Etc.** Alta retains ownership of letters, reports, calculations, drawings, specifications, sketches, notes, data, and other instruments of service. Prepared by Alta, and its affiliates, subsidiaries, and employees. This Agreement grants Client a nonexclusive license to use Alta's instruments of service solely and exclusively for the Project, provided Client makes timely payment to Alta under this Agreement. Client shall not reuse or make any modification to any of Alta's instruments of service without Alta's written consent of. The unauthorized reuse or modification of Alta's instruments of service is at Client's sole risk without liability to Alta. Client agrees, to the fullest extent permitted by law, to indemnify and hold Alta, and its affiliates, subsidiaries, members, managers, and employees harmless from any claim, liability, or cost arising out of the unauthorized reuse or modification of Alta's instruments of service by Client or by any person or entity that acquires plans, specifications, or drawings from or through Client without the express written consent of Alta. Unless otherwise agreed in writing, Client shall provide Alta with electronic AutoCAD backgrounds from which to develop the construction documents.
12. **Sub-Consultants.** Unless otherwise agreed in writing, Alta may, at its discretion, engage sub-consultants to perform all or any part of the services.
13. **Right of Entry.** Client shall furnish authorization for Alta's employees and representatives to enter the Project site and perform services, including without limitation access to scaffolding, ladders, and other equipment, as necessary and at no cost to Alta.
14. **Hourly Rates.** Rates for specific staff members can be provided upon request.
15. **Reimbursables.** Reimbursable expenses and all other related charges and expenses not specifically included in this Agreement will be billed at cost plus 15%. Company or personal car mileage will be billed at the current IRS standard business mileage rates. Travel time will be billed at standard hourly rates. Reimbursable Expenses include the following:
 - (a) Travel
 - (b) Shipping; postage and express mail charges, errands, delivery and courier charges
 - (c) Direct charges for fees, permits, bond premiums
 - (d) Administration of sub consultants
 - (e) Printing and plotting of drawings in addition to those provided (if any) as part of services set forth in the Proposal will be billed at the following rates:

ITEM	8.5x11	11x17	18x24	24x36	30x42
Digital Print	---	\$1.50	\$2.25	\$3.50	\$5.00
Bond					
Photocopy	\$0.10	--	--	--	--
16. **Billing Terms.** Client is responsible for payment of fees unless other arrangements are agreed to in writing. Client will be billed monthly in proportion to work performed and/or upon substantial completion of Alta's services for the Project or a part of the Project. Payment in full is due upon receipt of the invoice by Client. Invoices outstanding after 30 days are considered past due and subject to interest at the rate of 1.5% of the past due amount per month (18% APR). Payment shall first be applied to accrued interest and then to unpaid principal. Client and Alta agree that payment to Alta shall not be subject to or delayed by any payments or disbursements due Client from a third party.
17. **Billing Disputes.** If all or any portion of an invoice is disputed by Client, Client shall notify Alta in writing within ten days after receipt of the invoice in question and Client shall pay that portion of the invoice, if any, that is not in dispute. Failure of Client to make timely payment to Alta shall be a material breach of this Agreement. If Client fails to make timely payment, Alta shall have the right to cease performing services under this or any other agreement then outstanding between Client and Alta. Alta shall be entitled to recover all attorneys' fees and costs associated with the collection of payment for services, including without limitation the value of Alta's time and expenses expended in such collection efforts.
18. **Suspension of Services.** In the event all or any portion of the Project is abandoned, terminated, or suspended for more than 30 days, Client shall pay Alta for services rendered and for documents prepared, or partially prepared, including without limitation expenses and other charges incurred by Alta prior to the point of abandonment, termination, or suspension. In addition, an equitable adjustment to both fees and schedule will be made to accommodate resulting demobilization and remobilization costs.
19. **Termination.** Either party may terminate this Agreement without cause upon 30 days' written notice. If either party breaches this Agreement, the non-defaulting party may terminate this

Agreement after giving seven days' notice and opportunity to remedy the breach. Upon termination, Client shall pay Alta in full for all services performed prior to the date of termination.

20. **Indemnity.** Client waives any claim against Alta, and agrees to indemnify and hold Alta, and its affiliates, subsidiaries, members, managers, and employees harmless for, from, and against any claim, cause of action, or liability for injury or loss (including without limitation attorneys' fees and defense costs) arising or allegedly arising from or in any way connected with Alta's services under this Agreement, except to the extent that such claim, cause of action, or liability is caused by the gross negligence of Alta or its affiliates, subsidiaries, members, managers, or employees.
21. **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to both Client and Alta, Client agrees, to the fullest extent permitted by law, to limit the liability of Alta for damages or claims of whatever kind and nature to not more than \$50,000.00 or Alta's fee for services set forth in the Proposal, whichever is less. Alta's consideration for this limitation of liability is reflected in Alta's fees for services, which are less than Alta would be paid without a limitation of liability.
22. **Sole Remedy.** Notwithstanding anything to the contrary contained in this Agreement, Client and Alta agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate or company entity and not against each other's shareholders, officers, directors, members, managers, or employees.
23. **Mediation.** Prior to the initiation of any legal proceedings, the parties to this Agreement agree to first try, in good faith, to settle any claims, disputes or controversies arising out of or in relation to the interpretation, application, or enforcement of this

Agreement by non-binding mediation. Such mediation shall be administered by the American Arbitration Association under its Commercial Mediation Procedures or, if the parties agree, another mediation service or mediator. The party seeking to initiate mediation shall do so by submitting a written request to the other party to this Agreement. If a party refuses or is unable to participate in a mediation session within 45 days after the other party requests mediation, then the condition to participate in mediation is deemed waived and the other party may then initiate legal proceedings. Under no circumstances shall either party call for mediation of a claim or dispute after the period of time has run that would normally bar the initiation of legal proceedings to litigate such claim or dispute.

24. **Governing Law.** This Agreement shall be governed and controlled in all respects by the statutes, laws, and customs of the State of Arizona. The parties agree that the venue for any action shall be in Maricopa County, Arizona.
25. **Entire Agreement.** The Proposal and these Terms and Conditions constitute the entire and integrated Agreement between the parties and supersedes all prior negotiations, discussions, or representations whether written or oral and may not be modified except by written document signed by both parties.
26. **Severability.** If any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect as if such void or unenforceable portion had not been contained in this Agreement.
27. **Duration.** Alta reserves the right to revise the scope and terms of the Proposal, including the fee for services, if not accepted by Client within 90 days from the date of the Proposal.

ACCEPTED

Client:

Signed: _____ Date: _____

Name (Printed): _____ Title: _____

Address: _____

Phone: _____ Email: _____

Project Owner (if different from Client): _____

Alta Survey, LLC, an Arizona limited liability company, dba Alta Arizona:

Signed: _____ Date: _____

Name (Printed): _____ Title: _____

Address: _____

Phone: _____ Email: _____