



JE FULLER
HYDROLOGY & GEOMORPHOLOGY, INC.

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October 7th, 2022

TEMPE

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

RE: Proposal – Bella Vista Detention Basin 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, Bella Vista Detention Basin Design (hereafter referred to as the SOW);
- B. Summary Fee Estimate for the Bella Vista Detention Basin Design SOW;
- C. JE Fuller Fee Estimate; and,
- D. ConformaTech, Inc. fee estimate proposal.

FLAGSTAFF

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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

Sincerely,

JE Fuller/Hydrology & Geomorphology, Inc.

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ATTACHMENT A Scope of Work



ATTACHMENT A

SCOPE OF WORK

Bella Vista Detention Basin Project Design



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

October 7th, 2022

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1 PROJECT DESCRIPTION

1.1 GENERAL DESCRIPTION

The goal of the Bella Vista Detention Basin Design Project is to produce design plans and construction package supported by preliminary environmental permitting for a proposed detention basin intended to reduce runoff peak flows along Coyote Wash in unincorporated Cochise County, east of the City of Sierra Vista, Arizona. Cochise County (COUNTY) Department of Engineering and Natural Resources is soliciting a proposal to advance the concept plans produced during previous phases of the project to final construction plan/package stage. This scope of work (SOW) serves to define contract terms.

1.2 PURPOSE

The purpose of this project is to design a constructed channel diversion structure and detention basin all intended to decrease runoff peak flows along Coyote Wash. The 2-year (50-percent Annual Exceedance probability, AEP) storm serves as the basis for the design, with design accommodations provided to convey larger storms up to and including the 100-year (1-percent AEP) storm through the system.

The purpose of this contract is to prepare plans, specification and/or special provisions, and engineer's opinions of probable construction costs for the construction of a flood control channel diversion structure and detention basin system as shown on Figure 1-1.

1.3 LOCATION

The project location is east of the City of Sierra Vista in unincorporated Cochise County, Arizona. The project is wholly contained within parcel 107-01-001D owned by the COUNTY as reflected on the Cochise County Assessor's records. The proposed channel diversion structure and detention basin system is within a portion of Section 27, Township 21 South, Range 21 East, Gila & Salt River Meridian, as shown on Figure 1-1.

This SOW follows previous efforts to conceptualize and develop a project on the property. Recent efforts included developing a Watershed Plan and Environmental Assessment (Plan/EA) that resulted in the selection of a preferred alternative (#3) described below.

Generally, the project associated with this SOW involves designing an elevated channel diversion structure in Coyote Wash, with low flows directed towards a previously excavated and now inactive material extraction pit, that will be further excavated to create the detention basin. Overflows above the 2-year design storm will be allowed to overtop the in-channel diversion structure and continue downstream along Coyote Wash.

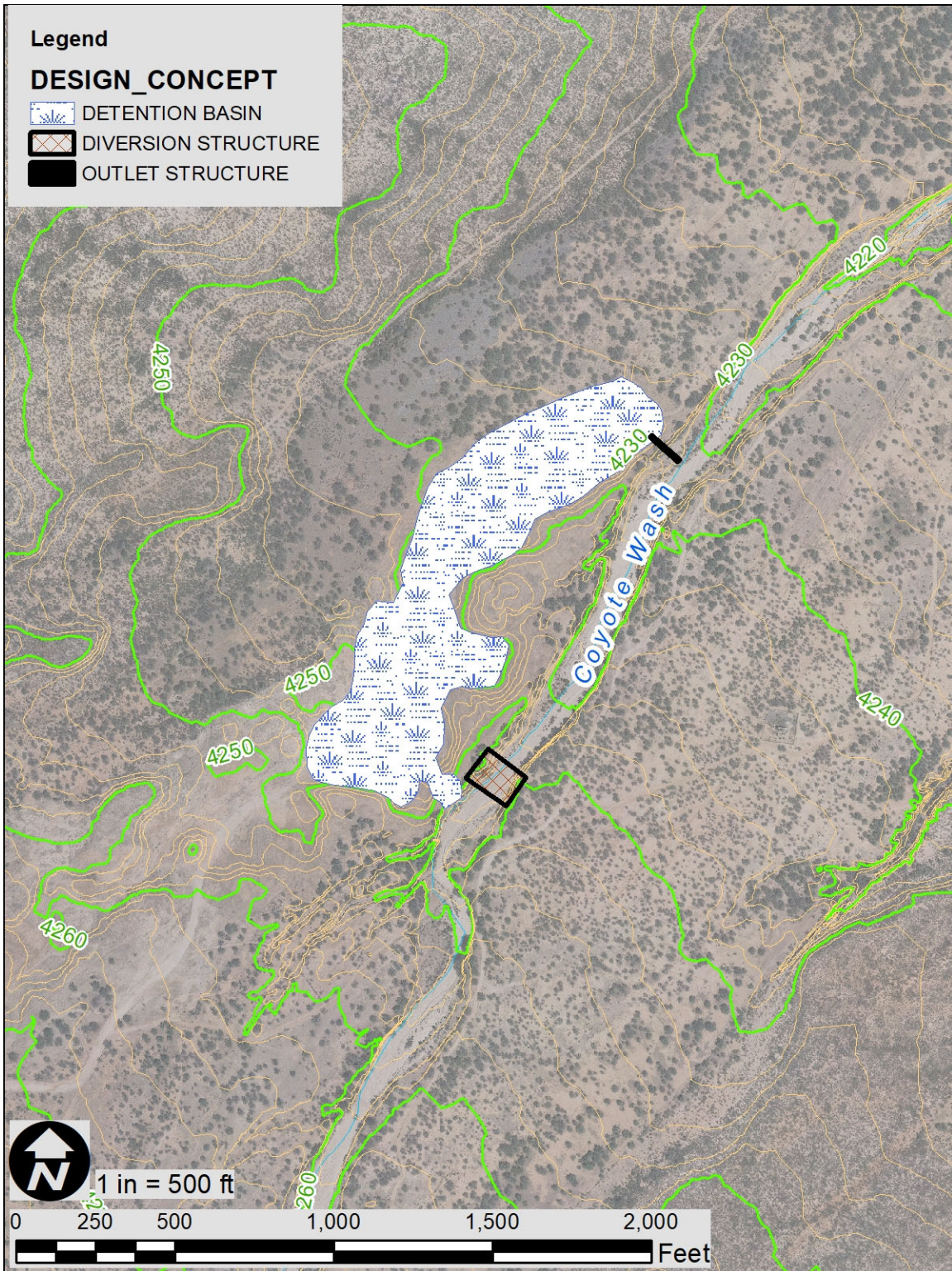


Figure 1-1. Project Layout

1.4 AGENCIES

The COUNTY will be the lead agency and sole reviewing agency. For NEPA coordination, the COUNTY will be the proponent and project sponsor, and the lead federal agency will be Fort Huachuca, US Army. Coordination with any other government 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 30 weeks from the Notice to Proceed date. The total contract time frame will not exceed 210 calendar days excluding additional services and authorized contract extensions.

1.7 SCHEDULE-CONSTRUCTION PLANS AND DOCUMENTS

Kick Off meeting.....	1 week from NTP
Geotechnical Investigation Completion.....	4 weeks from NTP
60% Design Submittal	12 weeks from NTP
60% Design Review Meeting.....	14 weeks from NTP
90% Design Submittal	20 weeks from NTP
90% Design Review Meeting.....	22 weeks from NTP
100% Submittal	24 weeks from NTP
Final Review Meeting.....	26 weeks from NTP
Final Construction Package.....	30 weeks from NTP

1.8 SCHEDULE-NEPA COMPLIANCE

The timeline presented below is tentative and depends upon response times of the lead agency and their willingness to start the NEPA process for this project on the date proposed. If COUNTY chooses to execute a contract with CONSULTANT, the NEPA planner will contact the lead agency NEPA planner or project lead immediately to begin coordination.

TASK DESCRIPTION	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23
Project Management and Coordination												
Plan of Development												
Official Project Initiation and Kickoff Meeting												
Biological Resources Reporting												
ID Team Meetings												
Initial Public Scoping												
Chapters 1 and 2 of EA												
Chapters 3 and 4 of EA												

Public Review of Draft EA													
Final EA													
FONSI and Project Approval													
Administrative Record													

1.9 REFERENCE MATERIAL

Data Collection and Analysis Memorandum, Coyote Wash (Buena School Watershed) Recharge Project, Holistic Engineering and Land Management, August 21, 2018

Draft II Watershed Plan and Environmental Assessment, Coyote Wash (Buena School Watershed) Urban Enhanced Recharge Project, Cochise County, October 2021

1.10 DATA DELIVERY STANDARDS

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

1.11 LAND SURVEY, HORIZONTAL CONTROL, RIGHTS OF WAY, AND EASEMENTS

The COUNTY will provide land survey horizontal control and digital topography data to serve as the basis for the design plans.

Because the project is located wholly on lands owned by the COUNTY, it is not anticipated that additional rights of way or easements will be required or investigated.

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 geometric sheet showing section lines, project control survey centerline, proposed rights-of-way and approximate property lines affected by the project based upon available information. 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. COUNTY will provide the following to support this project: Land survey data (topography, horizontal control data), Hydrologic and hydraulic modeling performed during Watershed Plan/EA phase.
2. Project layout will follow Alternative 3 as detailed in the previous draft Plan/EA.
3. Soil cement (cement stabilized alluvium, CSA) will be investigated as an alternative to the concrete covered soil-fill diversion structure shown on the concept plan sheets.
4. 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 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: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The scope includes an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) in compliance with the National Environmental Policy Act (NEPA), public involvement, Draft EA public review, and an administrative record for an area of approximately 10 acres for detention basins to help manage flooding, improve watershed health and promote groundwater recharge in the area. The location of the proposed structures is on COUNTY-owned land in Cochise County, Arizona. Cochise County has received federal funding for the project from Fort Huachuca, US Army (the lead agency) and NEPA coordination is required.

This Scope of Work represents our understanding of the tasks required to satisfy the federal requirements under NEPA (CFR parts 1500–1508).

Task 2.1 Coordination

Task 2.1a. Project Coordination

CONSULTANT will coordinate with COUNTY to review the principal project components and become familiar with the proposed project area. CONSULTANT will also coordinate directly with the lead agency's resource specialists, environmental planner, and realty specialist throughout the duration of the project. CONSULTANT will review relevant source materials to develop a clear understanding of the project area, the proposed action, and associated issues. Data gaps will be identified and brought to the attention of COUNTY as soon as they are identified.

Task 2.1b. Project Initiation and Kickoff Meeting

CONSULTANT's NEPA planner will coordinate with the lead agency's planning staff and COUNTY to review the principal project components and the expectations of the agency. In addition, points of contact will be established, an agency-approved communication plan will be drafted, a list of roles and responsibilities will be solidified, and the project timeline will be drafted. At this point in time, CONSULTANT assumes that an EA will be sufficient to address the NEPA requirements for this project. We anticipate that CONSULTANT will initiate and attend a kick-off meeting with the lead agency's planning staff and COUNTY. Due to COVID-19 social distancing concerns, we anticipate that the kickoff meeting will be held virtually. CONSULTANT has also budgeted for one (1) site visit to visit the project area, as needed.

A preliminary list of issues to be addressed in the EA document for the project will be developed and the study area buffer will be defined with direction from the lead agency. CONSULTANT understands that the "issue-driven" NEPA process will be followed for this project, and the EA will be crafted as a streamlined document with concise language reflecting the best available science. CONSULTANT will work with the lead agency's planner to determine baseline data needs ideally two weeks before the kickoff meeting.

This task also includes starting the administrative record. The administrative record is a repository of project-related correspondence, relevant documents, and public comments. The administrative record will be compiled in a Microsoft Excel database with links to documents, public comments, correspondence, references, maps, and GIS files.

Task 2.2 Pre-NEPA Tasks

Task 2.2a. Biological Resources Surveys and Reporting

CONSULTANT's Senior Biologist will access the U.S. Fish and Wildlife Service (USFWS) and Arizona Game and Fish Department (AGFD) online species databases to determine which species of concern or their habitats that may occur within or near the project area and require analysis. Based on input from these agencies, a habitat evaluation for state sensitive, sensitive lead agency species and federally listed threatened or endangered species will be conducted. A map will be produced identifying any potential habitat areas, the quality of the habitat, and locations of species, if observed.

The project area was previously surveyed by Westland Resources, Inc. and a report was written in March 2015. It is assumed that all biological tasks will be desktop-based, will not require field work, and will utilize previous data gathered from recent field surveys. A BE report will be prepared per the lead agency's requirements for their review. The report will discuss federally listed species and their habitat requirements, detailed findings of previous field surveys, and will identify areas of potential habitat for

these species within the project area. Although no impacts to federally listed species are anticipated as a result of the proposed action, mitigation measures may be developed as necessary and included in the report.

Task 2.2b. Cultural Resources Inventory and Report

A Class III cultural resources field survey and report was completed in January 2021 by PaleoWest. A Section 106 finding of no historic properties affected received State Historic Preservation Office concurrence in June 2021. As a result, it is our assumption that there is no level of effort required as part of this task.

Task 2.2c. Tribal Consultation

Under NEPA and Section 106 of the National Historic Preservation Act, the federal government is required to invite the participation of any affected Native American tribe in the environmental review process. According to the SHPO Government-to-Government Consultation Toolkit (G2G Toolkit), 11 Native American Tribes have historic interest in the project area. The CONSULTANT will be responsible for submitting tribal consultation letters to the appropriate tribal contacts during the public scoping period and during the public review period for the Draft EA. Tribal representatives will be provided project information and invited to submit comments that would identify any concerns regarding historic properties of religious or cultural importance. Letters will be tracked via USPS certified mail.

Task 2.3. NEPA Tasks

Task 2.3a. ID Team Meetings and Presentations

CONSULTANT will participate in up to two ID Team meetings and project presentations to discuss resources affected, project process, and potential mitigation options to minimize any adversely affected resources.

Task 2.3b. Initial Public Scoping

Public scoping and review are a requirement of NEPA but the extent can vary. CONSULTANT anticipates that it may be necessary to draft a scoping letter with a project description designed to solicit comments from the public. Following, the letter will be produced on the lead agency's letterhead and will be signed. The lead agency and Cochise County will provide a list of the interested parties that are typically notified for NEPA-related projects in the area. This list will be augmented by CONSULTANT to include, at a minimum, potentially affected residents in the area. CONSULTANT is prepared to mail public notifications, post a notification in local newspapers, and prepare a radio notification. CONSULTANT has budgeted for up to 100 hard copy mailers to adjacent property owners and interested parties.

Often, federal agencies will also require assistance from the contractor to host a public meeting for projects with high public interest or controversy. We are anticipating that the lead agency may want to have up to two public meetings or open houses during the 30-day initial public scoping period. However, due to COVID-19 public gathering restrictions, for the purpose of budgeting, we assume that these public meetings will be held virtually and our meeting attendance will not be in-person.

Task 2.3c. Chapters 1 and 2 of the EA

In compliance with NEPA, Chapters 1 and 2 of the EA will summarize the purpose and need of the proposed project and the alternatives considered. The EA will be prepared in a format consistent with the Department of Defense's regulations applicable to NEPA implementation. CONSULTANT assumes the EA will be a maximum of 50 pages in length and will only analyze the no action and proposed action

alternatives. The draft of Chapters 1 and 2 will be submitted for review and comment to COUNTY and the lead agency. Comments will be incorporated into the document, as directed by the lead agency.

Task 2.3d. Chapters 3 and 4 of the EA

Chapters 3 and 4 of the EA will summarize the affected environment, environmental consequences, and mitigation measures. CONSULTANT assumes that the EA will minimally address potential hydrological, biological, socioeconomic, visual, and cultural resource impacts; and will only analyze the no action and proposed action alternatives. Resources to be analyzed in Chapters 3 and 4 will be developed in coordination with the lead agency and finalized following initial scoping. This scope and fee does not include separate resource reports for each of the resource topics. If requested by the lead agency, additional reports would require a separate scope and fee. The existing environment will be analyzed by researching available literature, referencing existing resource reports for biological and cultural resources, and accessing databases maintained by several government agencies.

Potential direct, indirect, and cumulative impacts will be evaluated, and, as necessary, mitigation measures will be included in the EA document to address adverse impacts. These measures will be developed in consultation with the lead agency, COUNTY, and other cooperating agencies as necessary. The draft of Chapters 3 and 4 will be submitted for review and comment to the lead agency. Comments will be incorporated into the final document, as directed by the lead agency; and the draft “camera ready” and Section 508-compliant EA for public review will be produced.

Task 2.3e. Public Review of the Draft EA

CONSULTANT anticipates that it will likely be necessary to draft a notice of public review for the EA that will include a project description and summary of impacts and be designed to solicit comments from the public. Following approval by the lead agency, the letter will be produced on the lead agency’s letterhead and will be signed by the lead agency’s Project Manager. Using the list of the interested parties from initial scoping (and any other additions identified during the EA process), CONSULTANT will mail public notifications, post the notification in local newspapers, and prepare a radio notification, as needed. Under this task, we assume that several hundred hard copy mailers to adjacent property owners and interested parties will be required.

Since this project may garner public interest, we are anticipating that the lead agency and COUNTY will want to have another public meeting or meetings during the public review period of the EA. Due to COVID-19 public gathering restrictions, for the purpose of budgeting, we assume that these public meetings will be held virtually and our meeting attendance will not be in-person. After the public review period, CONSULTANT will collect public comments and conduct a substantive public comment analysis. Public input will be presented in a summary within the EA document.

Task 2.3f. Production of Final EA

Following closure of the 30-day public comment period, comments will be incorporated into the final document as directed by the lead agency, and the final EA will be produced. CONSULTANT is also prepared to maintain the administrative record for submittal to the lead agency upon completion of the final EA. The administrative record will contain comments, pertinent correspondence, project-related data, draft and final documents, and resource reports. It will be indexed by topic and presented in an Excel table.

Task 2.3g. FONSI and Project Approval (DELIVERABLE 2)

If the EA document concludes that there are indeed no significant impacts to analyzed resources, then a supportable conclusion regarding significance will be presented in a Finding of No Significant Impact

(FONSI) document. The FONSI will summarize the proposed action, anticipated impacts, and project mitigation measures. It will be prepared in a format consistent with the lead agency's guidelines and will be revised to final after the lead agency provides comments on the draft FONSI. This task also includes mailing notifications of approval to be sent out to the interested public and drafting of the federal register notice of approval for the lead agency to post.

Task 2 Assumptions and Limitations:

1. CONSULTANT assumes that proposed action falls under a Nationwide Permit, as informed by Cochise County. Section 404 permitting and consultation with US Army Corps of Engineers is not included as a part of this SOW. If requested by COUNTY or the lead agency, CONSULTANT will prepare a separate scope and fee for jurisdictional delineation and/or Section 404 permitting.
2. CONSULTANT assumes that the kickoff meeting with the lead agency ID Team will be held virtually due to COVID-19 concerns.
3. For the biological surveys, CONSULTANT assumes field surveys are not required. In addition, CONSULTANT assumes there will be no need for species-specific surveys using federal survey protocols.
4. CONSULTANT assumes that recent cultural resource inventory surveys and reporting in the study area, which received SHPO concurrence, are sufficient and therefore, cultural resources tasks are not included as a part of this SOW.
5. CONSULTANT assumes that consultation with U.S. Fish and Wildlife Service will not be necessary since no adverse impacts to federally listed species are anticipated. However, if adverse impacts are identified at a later date, CONSULTANT assumes that lead agency will be responsible for consultation with U.S. Fish and Wildlife Service.
6. CONSULTANT assumes that the lead agency will need no more than three weeks to review each of CONSULTANT's draft documents.
7. CONSULTANT assumes that the EA can be completed with six months of the NEPA kickoff meeting (this does not include extra time from agency delays).
8. Per the new administration directives for the Department of Interior, the EA will be "issue-driven"/"concise", and CONSULTANT assumes the EA will be a max of 50 pages and will only analyze the no action and proposed action alternatives.
9. CONSULTANT assumes that the EA will minimally address potential hydrological, biological, socioeconomic, visual, and cultural resource impacts, and no more than an additional two resource topics will be analyzed.
10. This SOW and fee does not include separate resource reports for any of the resource topics other than biological resources. If requested by the lead agency, additional reports would require a separate scope and fee.
11. CONSULTANT assumes that the lead agency will maintain the online record of the project on the lead agency's website.
12. Under each of the public scoping and public review tasks, we assume that one hundred hard copy mailers to adjacent property owners and interested parties will be required.
13. We assume that no more than 100 substantive public comments will need to be analyzed and responded to during public scoping and public review.
14. CONSULTANT assumes that all public meetings will be virtual due to COVID-19 concerns.

2.4 TASK 3: GEOTECHNICAL INVESTIGATION

Field Work

Task 3.1: 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 3.2: Mobilization & Demobilization – We plan to mobilize and demobilize CONSULTANT field personnel, a truck-mounted, four wheel drive drill rig and an auxiliary vehicle(s) to and from the project site.

Task 3.3: Boring Locations– Assume all boring locations are accessible to a four-wheel drive drilling rig. The client will provide a scaled site plan for our use in locating the borings.

Task 3.4: Soil Borings –Drill a total of 4 test borings by hollow stem auger methods of approximately 30 to 40 feet below grade unless shallower refusal is encountered. 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 prior approval.

Laboratory Analysis

Task 3.5: 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 permeability.

Engineering Analysis & Report

Task 3.6: Engineering Analysis & Report (DELIVERABLE 3) – 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. Design criteria for structure stability, seepage, and settlement.
- E. Guide specifications for site grading and soil cement construction.

Task 3 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

2.5 TASK 4: HYDROLOGIC ANALYSES

The CONSULTANT shall use the off-site rainfall/runoff modeling using FLO-2D and on-site rainfall/runoff modeling performed under this SOW to support the final design. The findings of the hydrologic study will be presented in the Drainage Report(s). This task requires all previous hydrologic data (e.g. FLO-2D files, hydraulic computations) generated during the Plan/EA phase, provided to CONSULTANT by COUNTY.

No separate hydrology report will be produced following completion of this Task.

2.6 TASK 5: HYDRAULIC ANALYSES

The CONSULTANT shall use the combination off-site rainfall/runoff modeling using FLO-2D and on-site rainfall/runoff modeling performed under this SOW 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.

The Drainage Report will document design methodology, assumptions, calculations, and hydrology/hydraulics models, incorporating Task 4 and Task 5 efforts.

Draft Drainage Reports:

60% Design (**DELIVERABLE 4**)

90% Design (**DELIVERABLE 5**)

Draft Final Drainage Report:

100% Design (**DELIVERABLE 6**)

Final Drainage Report (DELIVERABLE 7)

2.7 TASK 6: DESIGN PLANS AND CONSTRUCTION DOCUMENTS

CONSULTANT shall prepare construction bid package including construction plans, specification, special provisions (as needed), quantities estimates, and engineer's opinion of probable construction costs. The scope of work is based on a project encompassing the layout shown on Figure 1-1. If the selected project configuration differs from the general layout shown on Figure 1-1, additional sheets shall be authorized via contract change order to cover the required additional plan coverage area.

2.7.1 60% Design Submittal (DELIVERABLE 8)

For the initial phases of design, the Plan/EA will provide the basis for design alignment, elevations, typical cross section configuration(s) and limits of disturbance, at a minimum. This stage of design will include the following, at a minimum: detention basin top and toe elevations, limits of daylight slopes, plotted detail cross sections at selected locations, requests for utility base maps and transfer of information received onto the project mapping, initial selection of locations for transverse channel grade control structures (if required), initial selection of proposed local erosion protection locations.

The 60% Design Submittal will consist of the following: Construction Plans, Quantities Estimates and Engineer's Opinion of Probable Cost.

2.7.2 90% Design Submittal (DELIVERABLE 9)

Following COUNTY review of the 60% Construction Package, the plans and associated documentation will be advanced to the 90% Stage. The 90% Design Stage Construction package shall consist of the 60% Package contents as revised per COUNTY review, drafts of the Specifications will be provided to the COUNTY in conjunction with the Construction Package submittal starting at the 90% Stage.

2.7.3 100% Design Submittal (DELIVERABLE 10)

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.

2.7.4 Final Design Submittal (DELIVERABLE 11)

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).

3 EXCLUSIONS

The following items are excluded from the Scope of Work:

1. Land Survey. All survey data including topography shall be provided by the County.
2. Archaeological and/or Paleontological Investigations
3. Arizona State Historic Preservation Office (SHPO) Investigations, Permits, Documentation
4. Alternatives Analyses
5. Value Engineering
6. Estimates of Potential Aquifer Recharge Volumes
7. Estimates of Urban Enhanced Runoff (UER)
8. Maintenance Plans and Schedules
9. Landscape Plans, Irrigation Plans, Landscape Architecture
10. Plant Inventories
11. Post-Design Services
12. Coordination/Permitting with Arizona Department of Transportation (ADOT)
13. Legal Easement Boundaries or Legal Description Preparation
14. Structural Engineering
15. Utility Coordination, Locating, or Relocation Design
16. Construction Staking
17. Pot-Holing Excavation of Existing Utilities
18. Blue Staking Requests other than as required for the geotechnical investigations
19. Property Owner Notifications
20. Construction Contractor Bidding Phase and Selection Processes
21. Payment of Agency Submittal and Review Fees
22. As-Built Plan Preparation



ATTACHMENT B **Summary Fee Estimate**



PROJ: Cochise County/Bella Vista Design Project
 DETAIL: Total Project Fee Estimate
 DATE: October 7, 2022
 Prepared by: JE Fuller/Hydrology & Geomorphology (JE FULLER)

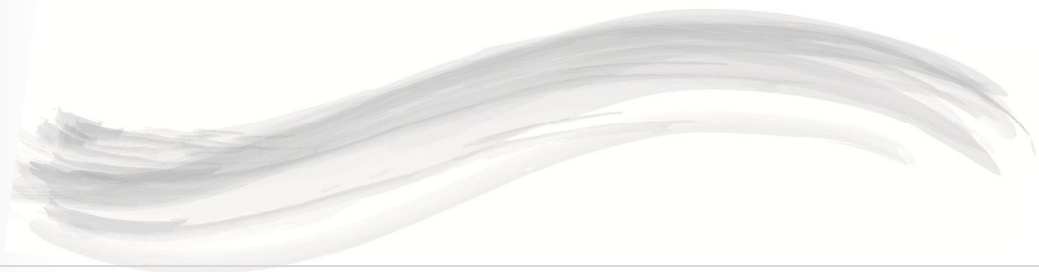
TABLE 2: TOTAL FEE ESTIMATE FOR BELLA VISTA DETENTION BASIN DESIGN PROJECT

Task	Title	Deliverable (see SOW for task details)	Costs		
			JE Fuller	Conforma Tech	TOTAL
1	PROJECT MANAGEMENT AND COORDINATION	Monthly Invoices, Meeting Minutes (DELIVERABLE 1)	\$31,180	-	\$31,180
2	NEPA COORDINATION	FONSI and Project Approval (DELIVERABLE 2)	\$102,070	-	\$102,070
3	GEOTECHNICAL INVESTIGATION	Geotechnical Evaluation Report (DELIVERABLE 3)	\$2,127	\$12,900	\$15,027
4	HYDROLOGIC ANALYSES	Draft Drainage Reports: 60% Design (DELIVERABLE 4) 90% Design (DELIVERABLE 5)	\$18,500	-	\$18,500
5	HYDRAULIC ANALYSES	Draft Final Drainage Report: 100% Design (DELIVERABLE 6) Final Drainage Report (DELIVERABLE 7)	\$31,600	-	\$31,600
6	DESIGN PLANS & CONSTRUCTION DOCUMENTS: SPECIFICATIONS ENGINEER'S OPINION OF PROBABLE COST	Draft Construction Package: 60% Design (DELIVERABLE 8) 90% Design (DELIVERABLE 9) 100% Design (DELIVERABLE 10) Final Construction Package: Final Design (DELIVERABLE 11)	\$110,780	-	\$110,780
SUBTOTALS			\$296,257	\$12,900	\$309,157
PROJECT TOTAL FEE					\$309,157

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/Bella Vista Design Project
 DETAIL: JE Fuller Fee Estimate
 DATE: October 7, 2022
 Prepared by: JE Fuller/Hydrology & Geomorphology (JE FULLER)

TABLE 1: JE FULLER FEE ESTIMATE FOR BELLA VISTA DETENTION BASIN 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					\$130.00
1	PROJECT MANAGEMENT AND COORDINATION	Monthly Invoices, Meeting Minutes (DELIVERABLE 1)	16	160			32			208	\$29,680	\$1,500	\$31,180
2	NEPA COORDINATION	FONSI and Project Approval (DELIVERABLE 2)		26					730	756	\$98,670	\$3,400	\$102,070
3	GEOTECHNICAL INVESTIGATION	Geotechnical Evaluation Report (DELIVERABLE 3)		12						12	\$1,740		\$1,740
4	HYDROLOGIC ANALYSES	Draft Drainage Reports: 60% Design (DELIVERABLE 4) 90% Design (DELIVERABLE 5)	24	40		60				124	\$17,500	\$1,000	\$18,500
5	HYDRAULIC ANALYSES	Draft Final Drainage Report: 100% Design (DELIVERABLE 6) Final Drainage Report (DELIVERABLE 7)	24	120		80				224	\$31,600		\$31,600
6	DESIGN PLANS & CONSTRUCTION DOCUMENTS: SPECIFICATIONS ENGINEER'S OPINION OF PROBABLE COST	Draft Construction Package: 60% Design (DELIVERABLE 8) 90% Design (DELIVERABLE 9) 100% Design (DELIVERABLE 10) Final Construction Package: Final Design (DELIVERABLE 11)	64	400		240	92			796	\$109,780	\$1,000	\$110,780
TOTALS			128	758	0	380	124	0	730	2120	\$288,970	\$6,900	\$295,870

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



13 August 2022
CTEC Proposal No. TG 22 08 04

JE Fuller
40 East Helen Street
Tucson, Arizona 85705

Attn: Cy Miller, P.E.

Re: Geotechnical Evaluation
Proposed Drainage Diversion and Retention
Coyote Wash
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 drainage structure 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 that two diversion structures are planned to divert flood waters from Coyote Wash into an adjacent abandoned gravel pit on the north bank. Overflow from the pit is planned to be metered back into the wash through a culvert.

The combined length of the drainage structures will be less than approximately 1000 feet. The structures will be trapezoidal in cross-section and will extend to depths of up to 6 feet. An upstream structure will have a crest height of approximately 6 feet above surrounding grades. A downstream structure will have a higher crest. The drainage structures will be constructed out of soil-cement.

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, four-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 four-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 four test borings by hollow stem auger methods to depths of approximately 30 to 40 feet below grade unless shallower refusal is encountered. 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 permeability.

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. Design criteria for structure stability, seepage, and settlement.
- E. Guide specifications for site grading and soil cement construction.

3.0 FEES

Charges for the scope of work outlined above would be a lump sum of \$12,900.00.

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

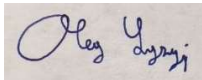
The field work should begin within 5 working days following your notice to proceed and the location of utilities. One working day will be required to complete the exploratory borings after the utilities have been located. The final report should be submitted about 35 working days following the start 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.

Geotechnical Evaluation
Proposed Drainage Diversion and Retention
Coyote Wash
Cochise County, Arizona
CTEC Proposal No. TG 22 08 04
13 August 2022
Page 4

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 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 appears to read "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 13 August 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 08 04, dated 13 August 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 08 04 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.

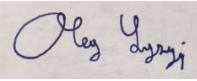
21. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of CTEC and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Any modification 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: 13 August 2022

ATTACHMENT: Exhibit 1, Proposal No. TG 22 08 04 dated 13 August 2022