

November 12, 2025

Attention: Mr. Luis Pedroza
Deputy City Manager & City Treasurer
City of Douglas
425 10th Street
Douglas, AZ 85607

Dear Mr. Luis Pedroza,

Reference: Sanitary Sewer Design and Agency Permitting for West Douglas Utilities Expansion –Commerce Way Change Order

This letter is the Scope of Work for the ‘**Sanitary Sewer Design and Agency Permitting for West Douglas Utilities Expansion – Commerce Way (The Project)**’.

The project includes the design of a gravity sanitary sewer pipeline beginning at the James Ranch Road right-of-way line. The alignment will extend east along Commerce Way to the eastern boundary of Section 18, then continue north along Kings Highway to the Cochise County right-of-way at the southern edge of the U.S. Border Patrol Facility. The total pipeline length is approximately 6,650 linear feet. The proposed sewer will connect to the existing James Ranch Road Sewer Main on the west side of the project and the Kings Highway Sewer Main on the northeast side.

The Scope of Work:

The Scope of Work (SOW) can be found under **Attachment A** and includes:

1. Development of the 100% detailed design and specifications for the wastewater pipe.
2. Permitting the work with Cochise County, the Arizona Department of Environmental Quality (ADEQ), and Kinder Morgan Gas.
3. Support coordination with the City and Cochise County regarding the selection of the right-of-way for Commerce Way to establish a location for the Sanitary Sewer Main.

The draft list of Design Sheets accompanies as **Appendix C**.



The Draft Project Schedule:

The Draft Project Schedule accompanies in **Appendix B**. The assumed project start date is November 21, 2025. The Commerce Way alignment will be incorporated into the overall project schedule once dates are agreed upon at the kickoff meeting.

Geotechnical Subcontractor and Survey Proposal:

The proposals for geotechnical and survey services, Certerra and Bowman Consulting, are included in **Appendix D**.

The Fee:

The fee development includes estimates of Stantec labor hours over the project by task. Hourly rate breakdowns are detailed in the Fee Spreadsheet in **Appendix E**.

The Engineering total fee (Stantec Labor, Subconsultants, and Stantec Expenses) for the Scope of Work is \$234,394.00. The total fee includes Certerra providing geotechnical services for \$12,350.00, and Bowman Consulting providing survey for \$6,457.00. The Stantec expenses are \$9,100.00.

The work will be time and materials not to exceed. The Fee Estimate is based on the Rate Table from the City/Stantec Contract for James Ranch Road infrastructure Contract.

We are excited to continue our collaboration with the City and County on this important project. We would recommend a meeting with you to review the proposal and discuss any questions or directions you might have.

Regards,
Stantec Consulting Services Inc.



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**ATTACHMENT A
SCOPE OF WORK FOR THE
CITY OF DOUGLAS
SANITARY SEWER DESIGN AND AGENCY PERMITTING
FOR WEST DOUGLAS UTILITIES EXPANSION – COMMERCE WAY
CHANGE ORDER**

INTRODUCTION

This proposal is for Engineering Services to complete the West Douglas Utilities Expansion (WDUE) Sanitary Sewer Infrastructure along Commerce Way for Detailed Design and Permitting for the City of Douglas (City). The 30% design plans for the Sanitary Sewer along this alignment were created and submitted to the City with Technical Memorandum 225.01. This scope will continue the design from the 30% design completed in a prior project and progress to 90% design plans before proceeding with Issued for Construction Plans.

Scope of Work Elements	Length, ft
Sanitary Sewer Collection System	6,650

The Draft Project Schedule is accompanied in **Appendix B**. The key Milestones are as follows:

- Project Notice to Proceed: November 19, 2025
- Kickoff Meeting: November 21, 2025
- 90% Detailed Design: November 21, 2025, to January 9, 2026
 - Location of City infrastructure along Commerce Way and a portion of Kings Highway
 - Preliminary contact with Arizona Department of Environmental Quality (ADEQ) and Cochise County regarding project scope and scheduling support and permitting
 - Geotechnical investigation
 - Field Survey
 - Right of Way Selection Support Services
- Cochise County and ADEQ Permit Coordination: January 12, 2026 to February 20, 2026
- Final Detailed Design: January 12, 2026 to February 20, 2026
- Stantec Construction Administration: February 23, 2026 to August 28, 2026
- Construction Completion Date (estimated): September 18, 2026

This Proposal for Engineering Services includes the tasks summarized as follows and the work location is the entirety of Commerce Way and the portion of Kings Highway shown as on the attached **Appendix A**: Site Location Map.



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The following information is a general description of the engineering services required to prepare and deliver this project.

101 PROJECT ADMINISTRATION AND COORDINATION

TASK 101.100: PROJECT MANAGEMENT

Stantec will provide project management services that include planning, organizing, staffing, and coordinating the work efforts of the team members and subconsultants. Stantec will manage the work and monitor progress against an agreed upon schedule and budget. Stantec will prepare and submit monthly project progress packages including the invoice, progress report, and updated project schedule for work completed in this scope of work (SOW). These progress packages will communicate the status of the deliverable's performance against the schedule, budget expended, project issues and general activities.

The Project Schedule proposed for the Commerce Way Sanitary Sewer design is found in Appendix B of this document. Stantec will maintain a comprehensive project schedule that integrates the Commerce Way Sanitary Sewer design schedule to run concurrently with the James Ranch Road (JRR) Utility Design project schedule, facilitating alignment in the SOW project timeline.

The schedule is specific to the Detailed Design and will not include any City of Douglas Port of Entry (POE) project tasks by U.S. General Services Administration (GSA), ADOT, or other organizations.

Assumptions:

- The integrated draft schedule will be presented, modified as agreed upon, and adopted at the Kickoff Meeting.
- This change order will extend the schedule of the original contract, and four (4) additional project progress packages will be submitted during the course of the project.

Deliverables:

- Updated Integrated Project Schedule (.pdf)
- Monthly Project Progress Packages (.pdf)

TASK 101.150: DESIGN MEETINGS

Stantec will conduct project meetings to discuss the progress, direction, and technical aspects of the project. It is assumed that the City Engineer, City Planner, and Sanitary Sewer System Manager, will attend the meetings and be actively involved in task development, decision making and information sharing where required to support project the project.



Meetings in this scope of work include:

1. One (1) virtual Kickoff Meeting approximately one to two weeks after receiving the Notice to Proceed. The Project Manager, Project Technical Leader, and Design Engineer working on the Commerce Way Detailed Design will attend. The meeting duration will be up to one (1) hour. The agenda and meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees. It is expected that the City of Douglas, Cochise County, and Tierra ROW will be in attendance. The kickoff meeting will include:
 - a. Introductions between the City and the Stantec project leaders
 - b. City providing any updates to the project information
 - c. Review of the SOW
 - d. Review the project schedule and the project critical path.
2. Biweekly meetings: No additional time will be allocated to biweekly design meetings. The Kings Highway Scope of Work effectively extended the one-hour biweekly meeting established in the State Route 80 Scope of Work through March 2026. The James Ranch Road Scope of Work added 30 minutes to that same one-hour meeting, bringing the total meeting duration to 1.5 hours. This additional 30 minutes is anticipated to continue through December 31, 2026. Therefore, the existing meeting structure is sufficient, and no further time allocation is required for biweekly design meetings.
3. One (1) virtual meeting to review and finalize the 90% Plans and Technical Specifications. Up to four (4) Stantec team project members will attend virtually, including the Project Technical Leader, Project Manager, and a Design Engineer to prepare the meeting agenda and record meeting notes. The meeting will be for up to two (2) hours.
 - a. For this meeting, Stantec discipline leaders with professional responsibility in their relevant field may attend during their part of the agenda and will participate virtually. The agenda and meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees.
 - b. The City of Douglas will be responsible for providing any comments regarding the 90% Plans and Technical Specifications at least one week prior to the meeting.
4. One (1) virtual meeting for final review of the IFC Plans and Technical Specification prior to Stantec issuing the Design Package to the City. The meeting duration will not exceed two (2) hours. Up to four (4) Stantec project members will attend virtually, including the Project Technical Leader, Project Manager, and a Design Engineer to prepare the meeting agenda and record meeting minutes.
 - a. For this meeting, Stantec discipline leaders with professional responsibility in their relevant field may attend during their part of the agenda and will participate virtually. The agenda and





meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees.

Project documentation will consist of preparing and distributing meeting agendas and notes. Meeting notes will summarize key discussions, comments, decisions, and any action items required. All meeting dates will be established at the Project Kickoff Meeting.

Assumptions:

- Public meetings are not included in this SOW.

Deliverables:

- Meeting Agendas and Materials
- Meeting Notes
- Graphics, figures, plans, notes, and details necessary for meeting discussion

TASK 101.170: RIGHT OF WAY SELECTION SUPPORT SERVICES

West Commerce Way from James Ranch Road to Kings Highway

The sanitary sewer pipe centerline will be located along West Commerce Way, either north or south of the current quarter section line. Since this alignment crosses private property, the City will be acquiring a 150-foot-wide right-of-way on behalf of Cochise County to accommodate the sanitary sewer pipeline between James Ranch Road and Kings Highway. For this scope of work, the pipeline is anticipated to be situated along the southern portion of the 150-foot ROW, contiguous with the north quarter section line of Section 18, and extending north along the eastern boundary of Section 18 (Kings Highway), where it will terminate at the Cochise County ROW.

Additionally, a one-hundred-foot temporary construction easement will be required south of the permanent alignment to support installation activities.

Stantec will assist in identifying the necessary ROW limits and coordinate with a City-contracted surveyor to prepare legal descriptions and exhibits. The City will manage negotiations and contracting with property owners.

The ADOT James Ranch Road design includes the intersection of James Ranch Road and West Commerce Way. It is understood that the ROW for James Ranch Road is owned by Cochise County. The City's design for the West Commerce Way sanitary sewer will terminate at the east boundary of the James Ranch Road ROW, at a manhole constructed under the James Ranch Road Scope of Work.



The City will engage a Right-of-Way Acquisition Specialist to secure the required ROW and temporary easements. The intersection of West Commerce Way and James Ranch Road will be designed by others and is not included in this scope of work.

Assumptions:

- Effort will not exceed 84 hours.
- Stantec will assist the City in identifying a 150-foot-wide right-of-way for the sanitary sewer collection system along West Commerce Way and a portion of Kings Highway, as well as a Temporary Construction Easement. This will involve preparing site design plans and profile figures, including approximate easement boundaries and sanitary sewer alignment. The actual acquisition of the easements, including supporting documentation, and coordination with landowners, is by the City and is not part of this SOW.
- The City will coordinate contact with the landowners on the south side of the City sanitary sewer pipe alignment to determine if service connections will be installed during construction and if so where they will be located. Any service connection location information (horizontal, and invert vertical location at the south easement boundary line) will be promptly shared with Stantec.

Deliverables:

- Figure(s) (.pdf) and CAD files (.dwg) with the approximate easement boundaries and sanitary sewer alignment to assist the City of Douglas in locating and identifying utility easements, estimated to be 3 to 5 total easements. Digital files will be sent via OneDrive.

201 SUBCONSULTANT SERVICES

The following subconsultants will be engaged by Stantec to provide services for this project:

TASK 201.100: GEOTECHNICAL INVESTIGATION

A geotechnical engineering firm will be hired by Stantec to complete a geotechnical investigation to develop pipe and infrastructure detailed design criteria including drainage properties, structural stability of soils, corrosivity of soils, and use of excavated soils as a potential fill source. This firm will perform one site visit for the soil investigation along the pipeline alignment. A Proposal from Certerra, previously known as Western Technologies accompanies in **Appendix D**.

The City will be responsible for obtaining written permission to access the 3 to 5 private properties to undertake the geotechnical field work.

Assumptions:

- Additional site visits by Certerra will require a Change Order.



Deliverables:

- Report – A digital copy (.pdf) sent via OneDrive of the Draft and Final soils investigation reports for the pipeline alignment along Commerce Way and a portion of Kings Highway.

TASK 201.200: SURVEY

Field Survey: Per the scope provided by Bowman Consulting in **Appendix D**, Stantec will use the Cochise County LIDAR to develop the plan and profile. A surveyor contracted by Stantec will identify all relevant information regarding existing land and infrastructure conditions that were not captured by LIDAR. The survey will begin at the James Ranch Road ROW line and proceed east along the Commerce Way alignment to the east boundary of Section 18. From there, it will continue north along the Kings Highway alignment to the Cochise County ROW located on the southern border of the Border Patrol Facility. The survey should encompass all pertinent features, including but not limited to, asphalt edge of pavement, drainage infrastructure, power poles, Right-of-Way, gas lines, communication lines, existing easements, and any other existing land and infrastructure conditions. The survey points should document site conditions and enter a universal coordinate database that will be supplied to Stantec.

The City will be responsible for obtaining written permission to access the 3 to 5 private properties to undertake the any design field work.

Assumptions:

- No potholing will be required for this project. The Kinder Morgan gas lines at Kings Highway were recently potholed and the sewer alignment is not expected to change.
- The surveyor contracted by the City will be responsible for establishing ROW boundaries, and any construction easements and associated legal descriptions. The field survey listed is to support engineering design only.

Deliverables:

- AutoCAD – AutoCAD compatible (.dwg), (.csv), or (.xml) file with vertical and horizontal information provided to be used in the plan and profile sheets design. The AutoCAD compatible survey file will be provided to the City.

302 COMMERCE WAY PIPELINE DESIGN

TASK 302.100: CIVIL

1. This task will create the 90% and IFC Detailed Design of the sanitary sewer plan and profile drawings.
 - a. The sanitary sewer plan and profiles will be developed starting at the James Ranch



Road ROW line, proceeding east along the Commerce Way alignment to the east boundary of Section 18, and then continuing north along the Kings Highway alignment to the Cochise County ROW at the southern border of the Border Patrol Facility. The total length of this alignment is approximately 6,650 linear feet.

- b. The sanitary sewer plans will connect to the existing system at the east boundary of Section 18 along Kings Highway. These plans will specify pipe diameter and alignment using bearings and coordinates, and will include dimensions from section lines, property lines, or easement boundaries for all new sanitary sewer pipes. Horizontal locations of all existing and proposed structures will be shown, along with all new utilities, existing contours, and areas of pavement replacement, in compliance with Cochise County standards.
 - c. Standard City sanitary sewer system design details such pipe trench and pipe anchor systems, manhole spacing will be referenced.
2. Efforts associated with plan preparation will include utility coordination to depict existing utilities along the pipeline alignment (Arizona Public Service (APS), Kinder Morgan Natural Gas, and Lumen Communication).
 3. Specifications will generally be MAG 2024 Specifications with Special Provisions to the MAG Specifications provided by Stantec as required.
 4. Quality Assurance and Quality Control including independent technical reviews of deliverables is included in this task.

Deliverables:

- 90% Plans – Electronic plans on a OneDrive link to the electronic format (.pdf) sent to the City
- IFC Plans – Three (3) 24" x 36" hard copies of the plans delivered to the City and a OneDrive link to the electronic format (.pdf) and five (5) 11" x 17" hard copies of the plans delivered to the City
- Any Provisions to MAG 2024 Specifications - Three (3) 8.5" x 11" hard copies of the specifications delivered to the City and a OneDrive link to the electronic format (.pdf)

303 OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

TASK 303.100: OPCC

Stantec will prepare a detailed Opinion of Probable Construction Cost (OPCC) for this project, including summaries of bid items and quantities all based upon a unit price system. It will be based on the same approach as the OPCC for the SR 80 Utility Design Project. Such estimates are to be based on the best





available data. Recent bid documents from the SR 80 design may assist in deriving accurate unit costs. OPCC's will be prepared for the 90% and IFC plans.

OPCC Milestones	Class
90%	3
IFC	2

Assumptions:

- OPCC Class ratings are derived from AACE Internation Cost Estimate Classification System where Class 2 is -5% to +20% and Class 3 is -10% to +30% of the actual project cost.

Deliverables:

- Opinion of Probable Construction Cost for the 90% and IFC plans (.pdf) via a OneDrive link.

304 PERMIT COORDINATION

TASK 304.100: PERMIT COORDINATION

Stantec will identify permits required for the Project, including those which may be necessary for applications to, or permits from, local, state, and federal authorities.

Stantec will be responsible for procuring pre-construction ATC Permitting. The City of Douglas will be responsible for paying all review and permit fees necessary to procure construction permits.

It is expected that permits will be required from ADEQ, Cochise County, and Kinder Morgan. Coordination will be done throughout the design phase including response to written comments.

Assumptions:

- Only one round of comments will be received from the necessary permitting agencies.
- Stantec is only responsible for pre-construction ATC Permitting.
- Contractor is responsible for ROW and/or building permits at beginning of construction.

Deliverables:

- Copies of permit applications via a OneDrive link to the electronic format (.pdf)



401 CONSTRUCTION ADMINISTRATION

Stantec will provide Construction Administration Services (CAS) for the sanitary sewer system improvements on behalf of the City of Douglas.

The Onsite Construction Observer hired by the City, will report to Stantec's Construction Administrator and will coordinate with Stantec daily regarding field quality assurance reviews, verifying required field testing is completed, and verifying compliance of equipment and material for the project. (see Task 401.200 for a breakdown of the Construction Inspector's role and responsibilities).

This Scope of Services will be performed during the construction and post-construction phases of the Project. The duration of construction is estimated to be 90 calendar days to Substantial Completion and 120 calendar days to Final Completion.

Assumption:

- Easement/ROW along Commerce Way and Kings Highway will be acquired by Q3 2026, the same time as the expected completion of ROW acquisition of James Ranch Road.

TASK 401.100: BIDDING ASSISTANCE

The bidding assistance phase will commence once the City advertises the Project for construction bids. Tasks to be completed during this phase include:

CONTRACT DOCUMENT PREPARATION: Stantec will assist the City in creating Contract Documents for the Project, excluding the General Contract and Division 1 of the Technical Specifications.

Deliverables:

- Contract Documents in digital format (pdf)

PRE-BID CONFERENCE: Stantec will send up to two (2) staff members to attend in-person and provide technical support at one pre-bid conference, up to two (2) hours, to be held at the City offices. Two (2) hours included for coordination with the City before and after. Travel time also included.

BID SUPPORT SERVICES: Stantec will interpret and provide written responses to requests / questions from the City for technical clarifications on construction contract documents during the bid period. Stantec will prepare addenda to the construction documents as requested by the City, sign, and issue the addenda to the City for distribution to the plan holders. Up to three (3) addenda are anticipated and included in this SOW. Conformed drawings will not be provided.

Assumptions:





- It is assumed that the City will provide the construction plans to the contractors electronically.
- It is assumed that the City will provide the bid advertising as required by the project funding agencies and the construction procurement rules.
- For purposes of the proposal, Stantec has estimated 10 questions from contractors and approximately two (2) hours of engineering time per question.

BID EVALUATION: Stantec will review and tabulate the submitted bids for compliance with the Bid Criteria. The deliverable will be a letter of recommendation regarding the contract award. Stantec will attend, with up to two (2) staff, the Bid Opening via Microsoft Teams and the City Council meeting in person.

The City will have responsibility for preparation of the Bidding Documents including the proposed Contract, managing the Bid Process, preparing the Contracting documents including the required contract bonds and insurance and managing the signing of the contract.

Deliverables:

- Spreadsheet furnished by the City containing bid form and bid tabulation
- Contract Documents in digital copy (pdf)
- Three addenda in PDF format (electronic format only).

TASK 401.200: CONSTRUCTION MONITORING

The City-hired inspector will be responsible for daily inspections including quality control for the City. Stantec will provide limited virtual coordination, up to two (2) hours per week.

CITY-HIRED INSPECTOR RESPONSIBILITIES: The City's Inspector responsibilities will include but are not limited to:

- Conduct daily field quality assurance reviews.
- Verify and coordinate daily required and client provided quality assurance testing services
- Conduct daily on-site observations of the Contractor's work
- Review and verify Contractor compliance of installed equipment and materials versus those specified in project plans and specifications.
- Prepare daily written reports of records of their observations
- Identify deficient or non-conforming work and inform City of Douglas, Stantec, and the Contractor
 - Monitor corrective action on deficient and non-conforming work





- Perform preliminary punch lists for substantial and final completion prior to Stantec's engineers' preparation of final punch list.

WEEKLY MEETINGS: Stantec Construction Coordinator will virtually attend the weekly construction project meetings and provide weekly update reports to the City in conjunction with the James Ranch Road Utility Project. The Stantec Project Technical Leader and other disciplines will attend as required, assumed to be once per month during construction.

CONTRACTOR PAYMENTS: Stantec will review the Contractor 's initial and updated schedule of estimated monthly payments and advise the City of Douglas as to acceptability. Stantec will review and process the Contractor 's monthly payment requests, and forward to the City for final approval and processing. Stantec's review will be for the purpose of making an independent opinion of work completed and mathematical check of the Contractor 's payment request. Stantec will verify the quantities of work which are the basis of the payment requests. The final monthly pay requests will be approved and processed by the City.

SUBSTANTIAL COMPLETION AND FINAL INSPECTION: Stantec will conduct, with the assistance of the City, a final inspection and prepare a final punch list, including all items remaining on the deficiency list, as well as any additional items discovered during the final inspection. Subsequent inspections should be anticipated by the City's Inspector to ensure completion of all identified deficient items.

Stantec will provide written recommendations concerning final payment to the City, including a list of closeout items, if any, to be completed prior to making such payment.

CLOSEOUT: Stantec will compile a list of required final submittals, including, contractor red-line drawings, warranty and guarantee documents, lien waivers, product manuals, maintenance and operation manuals, and any spare parts and training required to be provided by the Contractor. Stantec will review the project closeout documents for final approval.

Assumptions:

- Contractor will notify Stantec when work is substantially complete
- City is responsible for final review and processing of all Contractor Payment Applications.
- The inspector assigned to this project will be contracted by the City.
- Stantec will be responsible for defining the inspector's scope of work in coordination with the City.

Deliverables:

- Punch List
- Contractor Payment Applications (Up to 5)
- Recommendation for payment





- List of Close-out items
- Close-out documents

TASK 401.300: SUBMITTALS, SHOP DRAWINGS, AND RFI'S

Stantec will review the Contractor's overall list of submittals and maintain a submittal log in a spreadsheet for the project. Stantec will complete reviews and coordinate with the City as required for input and with the Contractor for resubmittals. Stantec will review drawings and other data submitted by the Contractor by the construction contract documents. Stantec's review will be for general conformity to the construction contract documents and shall not relieve the Contractor of any of their contractual responsibilities. Such reviews will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs.

Submittals will be provided for documents as indicated in the Contract Documents. It is anticipated reviews will be completed for review guarantees, bonds, and certificates of inspection, and tests in addition to manufacturer's information and shop drawings.

Stantec will provide clarifications to construction contract documents and respond when requested by the City or Contractor. Stantec will maintain a Request for Information Log (RFI) tracking all submitted RFI's.

Assumptions:

- Up to 10 RFIs, requiring up to four (4) hours each
- Up to 20 total Shop Drawings and submittals and 10 total resubmittals, requiring up to two (2) hours per submittal

Deliverables:

- Reviewed submittals
- Submittal Log
- Response to RFI's
- RFI Log

TASK 401.400: CONTRACTOR CHANGE ORDERS AND CHANGE DIRECTIVES

Stantec will evaluate the cost and scheduling aspects of all Contractor change orders and provide recommendations as to the contractor change orders justifications to the City. No change order will be





implemented without the prior approval of the City. If requested by the City, Stantec will prepare necessary documents and submittals for City Council approval.

Assumptions:

- City shall be responsible for final approval and processing of Change Orders.
- Up to five (5) change orders will be reviewed and evaluated, assuming three (3) hours of effort per change order.

Deliverables:

- Recommendations to the City regarding Contractor Change Order Requests.

TASK 401.500: RECORD DRAWINGS

Stantec will prepare record drawings of the completed work based upon markups from the Contractor's redline drawings and deliver the drawings to the City and permitting agencies upon completion of the work.

Assumptions:

- Contractor will provide surveyed data to Stantec for input into Record Drawings.
- Record drawings will contain information on pipeline size, material, depth, and location.

Deliverables:

- Record Drawings provided in the following formats: one D size bound paper copy, one pdf file, AutoCAD files

901 REIMBURSABLE EXPENSES

The City shall reimburse Stantec for direct costs identified in this scope of work. Reimbursable expenses will be paid by Stantec and reimbursed at-cost by the City. The following tasks are expected to require reimbursable expenses.

TASK 901.100: PRINTING AND PLOTTING

The City shall reimburse Stantec for direct costs associated with printing, plotting and graphics reproduction. Printing, plotting and graphics costs shall include production of submittals and internal printing costs as well as mailing costs for paper submissions.





TASK 901.200: TRAVEL

The City shall reimburse Stantec for direct costs associated with traveling to any necessary meetings or site visits including but not limited to gas, rental vehicle, mileage, hotel, meals while traveling.

ASSUMPTIONS

This proposal was based on the following assumptions related to the proposed project:

- Construction of the Kings Highway sanitary sewer alignment, ending at the south boundary of the Border Patrol Facility is not included in this scope.
- Right of Way or utility easement will be acquired by Cochise County or the City of Douglas before commencement of construction.
- Cochise County and Tierra ROW will acquire Right of Entry Agreements to allow the survey and geotechnical subconsultants to access the private property.

EXCLUSIONS

Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

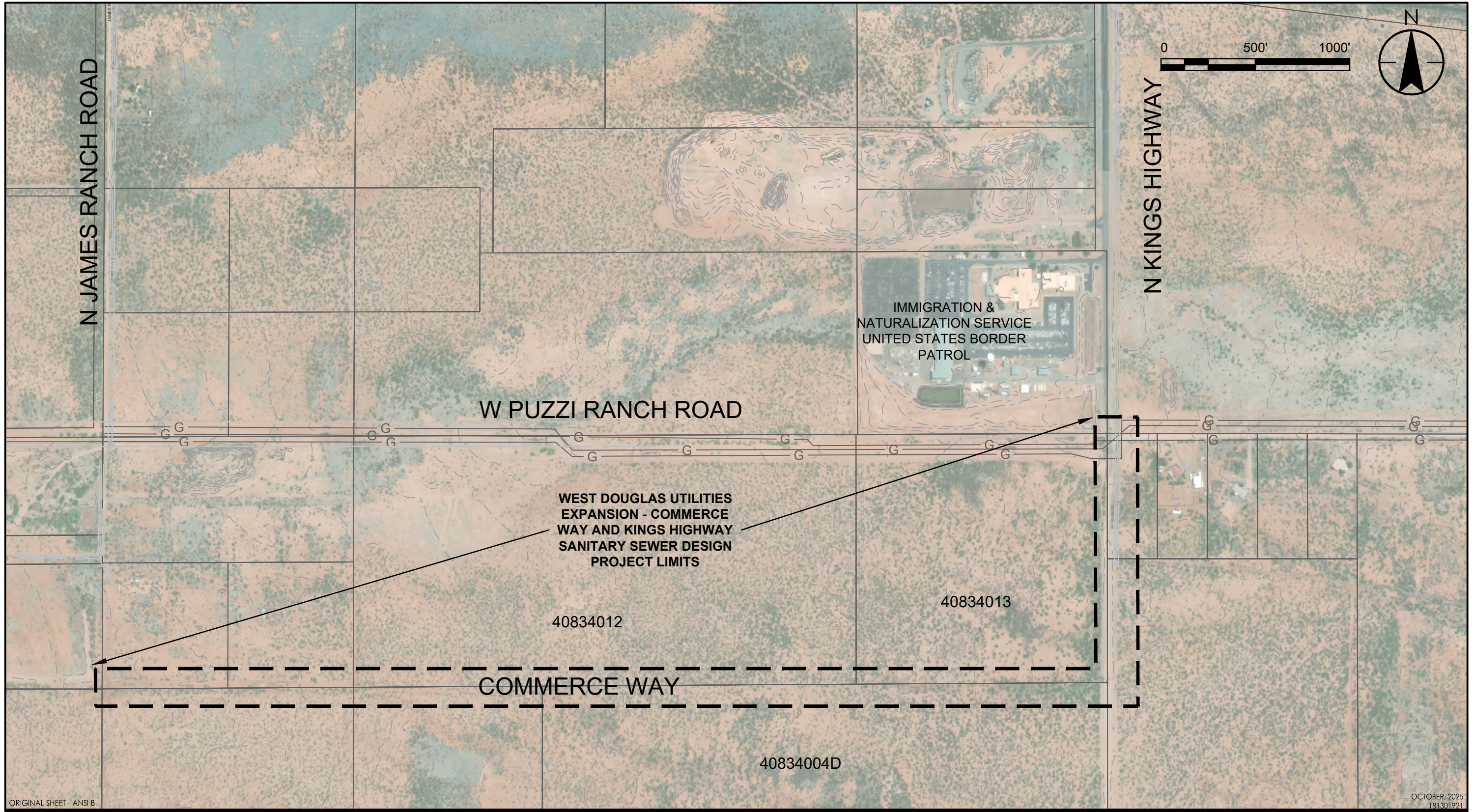
- Agency Submittal Fees
- Traffic Control Plans
- Traffic Studies
- Noise Study



APPENDIX A: SITE LOCATION MAP



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2025/10/21 12:41 PM By: Piazza, Andrew



ORIGINAL SHEET - ANSI B

OCTOBER, 2025
181301921



3133 W Frye Rd, Suite 300
Chandler, AZ
www.stantec.com

Client/Project
CITY OF DOUGLAS
WEST DOUGLAS UTILITIES EXPANSION

Figure No.
1.0

Title
SCOPE OF WORK EXHIBIT - SANITARY SEWER

APPENDIX B: DRAFT PROJECT SCHEDULE



Task Name	Duration	Start	Finish
Commerce Way Change Order	93 days	11/19/2025	2/20/2026
NTP	0 days	11/19/2025	11/19/2025
Kickoff Meeting	0 days	11/21/2025	11/21/2025
Cochise County Coordination	49 days	11/21/2025	1/9/2026
ADEQ & Kinder Morgan Coordination	49 days	11/21/2025	1/9/2026
Detailed Design & Permitting	91 days	11/21/2025	2/20/2026
90% Detailed Design	43 days	11/27/2025	1/9/2026
Cochise County Permitting	39 days	1/12/2026	2/20/2026
ADEQ Permitting	39 days	1/12/2026	2/20/2026
Final Detailed Design	39 days	1/12/2026	2/20/2026
Contractor Selection	81 days	2/23/2026	5/15/2026
Bid Period	30 days	2/23/2026	3/25/2026
Award Period	18 days	3/30/2026	4/17/2026
Contract Period	27 days	4/21/2026	5/18/2026
Construction	123 days	5/18/2026	9/18/2026
Start Construction	0 days	5/18/2026	5/18/2026
Construction	196 days	5/18/2026	11/30/2026
Completion	0 days	11/30/2026	11/30/2026
Start Up	18 days	11/30/2026	12/18/2026

APPENDIX C: PRELIMINARY DRAWING LIST





Client: City of Douglas
Project: City of Douglas West Douglas Utilities Expansion
Document: Design of WDUE for Commerce Way Wastewater Draft Infrastructure Preliminary Drawing List (PDL)

Rev. Date: 10/8/2025
By: Andrew Piazza
Reviewer: Cameron Smith
Review Date: 10/24/2025

Notes:

1. Sheets to be added into current James Ranch Road Utility Plans, see original scope.

PAGE NO.	SHEET NAME	DESIGN ELEMENT	COMMENTS
1	Sanitary Sewer Coversheet	GENERAL	Copy from James Ranch Road plans
2	General Notes	GENERAL	Copy from James Ranch Road plans
3	Legend and Abbreviations	GENERAL	Copy from James Ranch Road plans
4	Quantities	GENERAL	Copy from James Ranch Road plans
5	Survey Control	GENERAL	Copy from James Ranch Road plans
6	Sanitary Sewer Key Map	GENERAL	
7	Commerce Way Sanitary Sewer Plan and Profile I	WASTEWATER	Connection to Kings Hwy Sewer
8	Commerce Way Sanitary Sewer Plan and Profile II	WASTEWATER	
9	Commerce Way Sanitary Sewer Plan and Profile III	WASTEWATER	
10	Commerce Way Sanitary Sewer Plan and Profile IV	WASTEWATER	
11	Commerce Way Sanitary Sewer Plan and Profile V	WASTEWATER	
12	Commerce Way Sanitary Sewer Plan and Profile VI	WASTEWATER	
13	Commerce Way Sanitary Sewer Plan and Profile VII	WASTEWATER	
14	Sanitary Sewer Details	DETAILS	Copy from James Ranch Road plans
15	Sanitary Sewer Details	DETAILS	Copy from James Ranch Road plans

APPENDIX D: SUBCONSULTANT PROPOSALS



Bowman

Revised: 2025-08-21
2025-08-15

Cameron Smith
Civil Engineer
Stantec
3133 W. Frye Road, Suite 300
Chandler, Arizona 85226-5155
480-508-1369
cameron.smith@stantec.com

Re:	Stantec - Lower Puzzi Ranch Rd Topography (the "Project") SR 80 and Kings Hwy Douglas, Cochise County, AZ, 85607 Proposal to provide Survey Services (the "Proposal") Proposal No. 2025-110 Project Category: PUBLIC/CIVIC - Government: Infrastructure: Legacy Pre-2022
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Dear Cameron:

We are pleased to submit this Proposal to provide Survey services for the above referenced project. Upon verbal or written direction to proceed with performance of the services described herein, this Proposal, along with all attachments thereto, will constitute a binding agreement (the "Agreement") between Bowman Consulting Group Ltd. ("Bowman") and Stantec (the "Client").

Project Understanding

It is our understanding that Bowman will provide Survey services for the above referenced project in Douglas, AZ. Bowman will provide a Topographic Survey.

Standard of Care - Services provided by Bowman under this proposal will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances, including standard of care at the time the services were provided.

Quality Control - A portion of the stated compensation is set-aside for Quality Control/Quality Assurance, which is part of the Bowman Quality Control Policy.

SCOPE OF SERVICES AND FEES

The scope of services (the "Scope") and associated fees shall be as follows:

1. Topographic Survey (SC-01)

Bowman will perform a 150' wide topographic survey along the client provided corridor for Lower Puzzi Ranch Road being approximately 1.25 miles in length. Bowman will:

- Include horizontal & vertical points for all shots* excluding the LIDAR captured information
- Survey existing infrastructure including:

Bowman

- APS Transmission Poles
 - Please ensure the same side of the pole is surveyed (preferably the south side)
 - Include Pole diameter
- Drainage Infrastructure
- Inverts
- Size/Material
- Drainage corridor/swale cross-sections
- Drainage Dykes
- Cochise County ROW
- The Kings Highway ROW boundaries
- Kings Highway EOP
- 811 Blue-staked underground utilities
- Centerline of the three Kinder Morgan gas lines using the Kinder Morgan location markers.
- Freeport McMoRan easement at the south side of the intersection of SR 80 and Kings Highway.
- Topo points every 100-ft and at grade breaks
- Exist signs along Kings Hwy
- Survey tie in points to ROW Monumentation as discussed above.
- Parcel property boundary corners.

The survey should be to the universal coordinate system as per the Stantec survey of the Legal Boundaries along the north side of SR 80.

FEE: \$6,457.00 Lump Sum

SUMMARY MATRIX

Task	Description (SC)	Total	Fee Type
1	Topographic Survey (SC-01)	\$6,457.00	Lump Sum

Total Contract Value \$6,457.00

EXCLUSIONS

The following services are specifically excluded from the scope of this agreement and may be performed as contract addendums upon request:

- Record of Surveys.
- Legal descriptions.
- Parcel Splits.
- Items not specifically delineated in Scope.

Bowman

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for Bowman, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for Bowman to perform the services described herein. By either countersigning this Proposal or verbally authorizing Bowman to proceed, the Client warrants and represents that it has obtained such permission. The Client shall provide the following items upon request of Bowman in a timely manner and at no expense to Bowman:

- Existing plans from previous research.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, client or regulatory requested revisions, additional meetings, regulatory changes, etc, Bowman will notify the client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

Bowman's Standard Terms and Conditions and Hourly Rate Schedule are attached hereto and incorporated into this Proposal by reference.

Please indicate your acceptance of this proposal by executing below and returning a copy to this office. Thank you for the opportunity to provide service to Stantec.

Sincerely,

BOWMAN CONSULTING GROUP LTD.

Thomas Dupont, LS

Thomas Dupont, LS
Director, Survey

Stantec hereby accepts all terms and conditions of this Proposal (including the Standard Terms and Conditions) and authorizes Bowman to proceed with the Project, and the undersigned represents that he or she is authorized by Stantec to so execute this Proposal.

Stantec

By:


Title:
Date:



BOWMAN CONSULTING GROUP LTD.

SCHEDULE B - HOURLY RATE January 2025

CLASSIFICATION	HOURLY RATES
Principal	\$275.00/HR
Department Executive	\$230.00/HR
Senior Project Manager	\$220.00/HR
Project Manager	\$185.00/HR
Assistant Project Manager	\$160.00/HR
Project Coordinator	\$125.00/HR
Project Controls Specialist II	\$165.00/HR
Senior Surveyor	\$195.00/HR
Engineer I	\$140.00/HR
Engineer II	\$150.00/HR
Engineer III	\$180.00/HR
Planner I	\$115.00/HR
Planner II	\$135.00/HR
Planner III	\$200.00/HR
Designer I	\$120.00/HR
Designer II	\$150.00/HR
Designer III	\$165.00/HR
CADD Drafter I	\$100.00/HR
CADD Drafter II	\$110.00/HR
CADD Drafter III	\$125.00/HR
Construction Manager	\$175.00/HR
Landscape Architect I	\$135.00/HR
Landscape Architect II	\$150.00/HR
Landscape Architect III	\$185.00/HR
Right of Way Specialist I	\$100.00/HR
Right of Way Specialist II	\$120.00/HR
Right of Way Specialist III	\$145.00/HR
Survey Technician I	\$110.00/HR
Survey Technician II	\$120.00/HR
Survey Technician III	\$130.00/HR
Project Surveyor	\$175.00/HR
Survey Field Crew – 1 Man	\$140.00/HR
Survey Field Crew – 2 Man	\$180.00/HR
Survey Field Crew – 3 Man	\$220.00/HR
3D Scanning Crew	\$265.00/HR
Survey Field Technician	\$ 95.00/HR
3D/UAV Modeling Technician	\$150.00/HR
UAV Operation	\$275.00/HR
SUE Field Crew- 1 Man	\$145.00/HR
SUE Field Crew- 2 Man	\$170.00/HR
SUE Field Crew- 3 Man	\$220.00/HR
SUE Field Crew- 4 Man	\$280.00/HR
SUE Utility Coordinator	\$190.00/HR
SUE Technician I	\$100.00/HR
SUE Technician II	\$120.00/HR
SUE Technician III	\$140.00/HR
Machine Control Technician	\$270.00/HR
Administrative Professional	\$ 95.00/HR
Remote Sensing Technician I	\$110.00/HR
Remote Sensing Technician II	\$130.00/HR
Remote Sensing Technician III	\$152.00/HR

Initials: Bowman  / Client



**BOWMAN CONSULTING GROUP LTD.
SCHEDULE C - REQUEST FOR INFORMATION**

Accounts Payable Contact:

Point of Contact:

Phone:

Fax:

E-Mail:

Billing Information:

Billing Entity:

Billing Address: Same as Proposal

If Different, Please Provide:

Billing Requirements:

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit: Yes, Contact:

Not Sure, Contact Our Office

Not At This Time

Initials: Bowman *T.D.* / Client



BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal and its exhibits (the "Proposal") from **Bowman Consulting Group Ltd.** ("Bowman") to **Stantec** ("Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project"), and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal, and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between Bowman and Client, and supersede any previous agreement or understanding.

1. Scope of Services. Bowman will provide the services expressly described in and limited by the Proposal (the "Scope"). If in Bowman's professional judgment the Scope must be expanded or revised, Bowman will forward a change order agreement to Client that describes the revision to the Scope (the "Change Order") and the adjusted fee associated therewith.

2. Standard of Care. The standard of care for all services performed by Bowman for Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. Client shall not rely upon the correctness or completeness of any design or document prepared by Bowman unless such design or document has been properly signed and sealed by a licensed professional on behalf of Bowman.

3. Payment Terms. Bowman will invoice Client monthly or more frequently based on a percentage of the work completed for lump sum tasks, number of units completed for unit tasks, and actual hours spent for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Bowman shall have the discretion to apply payments made by Client to an invoice or retainer account of Client in accordance with its business practices. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by Bowman within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions:

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date, and Client has not timely and in good faith disputed the invoice as provided below, Bowman shall have the right at its election by giving notice to Client to either: (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by Bowman on behalf of Client or any related Client entities, until all invoices are paid in full and Bowman has received a retainer in such amount as Bowman deems appropriate to be held as described below; or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 17 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. Following Bowman's election above, Bowman shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void with any future schedule for the performance of services requiring the approval of both Client and Bowman.

(b) If Client disputes any submitted invoice, Client shall give written notice to Bowman within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to Bowman within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and Bowman shall promptly negotiate in good faith to resolve any disputed portion of an invoice.

4. Retainer and Other Payments. Bowman reserves the right to require that Client make a payment to be held by Bowman as an advance against future billings (the "Retainer"). The Retainer is not intended as the regular source of payment for invoices issued to Client under this Agreement or otherwise, and the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed to Bowman should Client (or any affiliate of Client) fail to timely pay invoices due Bowman. The Retainer account may consist in part of payments applied by Bowman pursuant to the authority granted it under Paragraph 3 above. If the Retainer is applied during the course of the Agreement, Client agrees to promptly replenish the Retainer upon request of Bowman. Upon the conclusion of this Agreement, or its earlier termination, Bowman shall (a) apply the Retainer to any unpaid amount owed Bowman by Client (or its affiliates), and (b) return any unapplied portion to Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to Bowman by Client with respect to the Project or other projects.

5. Client Duties and Responsibilities. Client shall inform Bowman of any special criteria or requirements related to the Project or Scope, and shall timely and at its cost furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information and/or title reports. Bowman shall bear no responsibility for errors, omissions, inaccuracy or incompleteness in third-party information or additional costs arising out of its reliance upon such third-party information supplied by Client. Client warrants and represents that: (a) Client has obtained the full and unconditioned prior written consent from

Bowman

any third-party for Bowman to use such third-party information; (b) such consent shall be provided to Bowman upon request; and (c) such consent shall be in a form that, in Bowman's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. If the Scope requires a current title report, Client shall timely and at its cost provide such title report to Bowman. If the Scope includes preparation of plats to be recorded in the land records of the Project jurisdiction, Client shall timely prepare, submit, and record necessary deeds and pay all recording fees associated with deeds and plats. All off-site easements are the responsibility of Client. Client shall indemnify and hold harmless Bowman from and against any and all claims, demands, losses, costs, and liabilities, including without limitation reasonable attorney fees and expenses incurred by Bowman and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third-party with respect to any matter not included in the Scope or that is excluded from the responsibility of Bowman pursuant to this Agreement.

6. Insurance. Bowman and its employees are protected by workman's compensation, commercial general liability, automobile liability, and professional liability insurance policies. Upon request of Client, Bowman shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on those coverages that permit additional insured status. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall Bowman's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time Bowman may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective Bowman shall give notice thereof to Client.

7. Potential Liability of Bowman. The following provisions shall operate with respect to any potential liability of Bowman arising under the Agreement:

(a) Client may not assert that there is a breach, defect, error, omission or negligence in the services performed by Bowman that Client believes creates liability on the part of Bowman unless Client gave written notice to Bowman not later than the first to occur of (i) the beginning of any corrective work, or (ii) thirty (30) days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. Bowman shall have the opportunity to participate in decisions regarding the corrective work, and Client shall ensure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bowman and Bowman's officers, directors, partners, employees, agents, and consultants to Client and anyone claiming through Client, shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to Bowman's comparative degree of fault) that resulted from the error, omission or negligent act of Bowman in the performance of services under this Agreement.

(c) To the fullest extent permitted by law, Bowman and Bowman's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

(d) Client agrees that Bowman's shareholders, principals, partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of services hereunder.

8. Certificate of Merit. In addition to the requirement of notice under section 7(a) above, Client shall make no claim (whether directly or in the form of a third-party claim) against Bowman unless Client shall have first provided Bowman with a written certification executed by an independent professional licensed in the state in which the Project is located and licensed in the profession to which the claim relates. Such certificate shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of a professional performing professional services under similar circumstances; (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation; and (d) be provided to Bowman thirty (30) days prior to the presentation of and as a precondition to any such claim, or the institution of any mediation, arbitration, judicial or other dispute resolution proceeding.

9. Conflict Resolution and Applicable Law. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by the parties and for which the amount in controversy is less than One Hundred Thousand Dollars (\$100,000.00) shall be settled by arbitration administered in Fairfax County, Virginia by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction over the parties. For any other dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties agree to first submit such dispute, controversy or claim to non-binding mediation, with each party to bear its own costs of such mediation and to equally share the costs of any mediator. If such mediation does not successfully resolve all issues, then the parties agree that the state and federal courts located in Virginia shall have jurisdiction and



venue over such dispute. This Agreement shall be governed and interpreted in accordance with the laws of the state in which the Project is located, without giving effect to conflicts of laws principles thereof.

10. Ownership of Documents and Other Rights of Bowman.

(a) All reports, plans, specifications, computer files, field data, notes, and other documents and instruments prepared by Bowman as instruments of service ("Work Product") shall remain the property of Bowman up until such time as all monies due to Bowman have been paid in full, at which time (i) Client may take possession of the Work Product, and (ii) Bowman shall be deemed to have granted Client a fully paid, non-exclusive license to use the same solely for the Project. Subject to such license Bowman shall retain all common law, statutory, and other reserved rights, including the copyright to all Work Product. If Client or a party acting on Client's behalf modifies any part of the Work Product or reuses them on a different project, Client agrees to indemnify and hold Bowman harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if Bowman provides Client with Work Product in an electronic or digital format ("Electronic Data"), Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data.

(b) Bowman reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to Bowman for Bowman to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

11. Modification. From time to time Bowman may either in writing or by electronic mail submit a Change Order to Client and Client shall be deemed to have approved such Change Order if: (a) Client signs the Change Order; (b) Client signifies its consent to the Change Order by electronic mail; or (c) a representative of Client with actual or apparent authority to approve the Change Order orally approves it and Bowman subsequently confirms such approval in writing or by email and begins work associated therewith without receiving written or electronic mail objection thereto. Except for Change Orders authorized by Client as provided immediately above, this Agreement may be amended, modified, or supplemented only in writing signed by all parties hereto. Any signature required or permitted hereunder may be either by hand or by electronic signature.

12. Exclusions from Scope. By way of illustration and not limitation, unless specifically included in the Scope, Bowman has no obligation or responsibility for: (a) favorable or timely comment or action by any governmental entity; (b) taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services; (c) the accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface; or (d) structural design (including, but not limited, to structural design of retaining wall(s) or of special drainage structure(s)).

13. Limits of Scope.

(a) Early Bid Documents. Client agrees that if it requests submission of Work Product documents to contractors for bid purposes either prior to full completion thereof by Bowman or prior to final governmental approval, the potential exists for additional design and construction costs arising from required subsequent revisions and additions to Bowman design documents so as to conform to those of other design disciplines and/or governmental agencies, and any such costs shall be Client's responsibility.

(b) Estimates. Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect Bowman's judgment as a design professional familiar with the construction industry, but expressly do not represent a guarantee of quantities or construction costs. Client agrees that Bowman has no control over contractors as to cost, timing, or quantity matters, and further agrees that if Client desires greater accuracy as to construction costs it should engage an independent cost estimator.

(c) Construction Means and Methods. Client agrees that Bowman does not control and is not responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor, or any other person or entity performing work for the Project.

(d) Shop Drawing Review. If specifically included in the Scope, Bowman shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details, such as dimensions or quantities, or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Bowman's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features.

(e) Plan and Permit Processing. If the Scope includes preparation of plans and/or plats for review and approval by public agencies, submission and processing of such plans and plats in a manner consistent with a normal course of business is included within the Scope. If Client requests Bowman to either expedite the plan review process by attending meetings, hand carrying plans and



documents from agency to agency, or performing similar services, or to prepare and process permit applications of any type, then, unless specifically included in the Scope, those services will be performed by Bowman as hourly rate services under Section 14 below.

(f) **Building Plan Coordination.** If the Scope includes preparation of site plans, site grading plans, subdivision plans, or similar plans that involve coordination with building plans (including architectural, mechanical, structural, or plumbing plans) to be prepared by others, Client shall provide such building plans to Bowman by such date and in such state as Bowman reasonably deems necessary to timely perform its services. If Client fails to so provide building plans to Bowman, Bowman may make reasonable assumptions regarding building characteristics in order to timely perform its services and any later revisions to Bowman plans required to properly coordinate them with building plans will require a Change Order, subject to an additional fee.

14. Fees by Hourly Rate Schedule. If Client requests Bowman to perform services not included in the Proposal or an approved Change Order (including, without limitation, attending meetings and conferences on an as-needed basis with public agencies), Client shall compensate Bowman for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, Bowman may revise its Hourly Rate Schedule in January of each subsequent year.

15. Covenants Benefiting Third-Parties. Bowman and Client acknowledge that from time to time third-parties may request Bowman to execute documents which benefit that third-party. These documents may include certifications, consent of assignment, and/or waiver of certain of Bowman's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at Bowman's discretion, and, if Bowman decides to so execute a Requested Covenant, the language, terms, and conditions of such Requested Covenant must be acceptable to Bowman, at Bowman's discretion.

16. Assignment. This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, Bowman may employ consultants, sub-consultants, or subcontractors as it deems necessary to perform the services described in the scope. Also, Bowman may assign its right to receive payments under this Agreement.

17. Termination. Either party may terminate the provision of further services by Bowman under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party, the non-breaching party may terminate the provision of further services by Bowman under this Agreement by giving ten (10) days prior notice and an opportunity to cure to the reasonable satisfaction of the non-breaching party. Client acknowledges that its failure to timely pay undisputed invoices is a material breach and that full payment of all undisputed invoices is required to cure such breach. Following any termination of services: (a) Client shall immediately pay Bowman for all services performed through the termination date, including reasonable costs of transitioning the Project to a new design professional designated by Client, if applicable; (b) Bowman shall have the right to withhold from Client the use or possession of Work Product prepared by Bowman for Client under this or any other agreement with Client, until all outstanding invoices are paid in full; (c) if the termination by Bowman resulted from a material breach by Client, Bowman shall have the right to withdraw any Work Product or other documents filed with any governmental agency by Bowman in its name on behalf of Client; and (d) if Client selects a new design professional then, as a condition of transferring any files or documents, Client and Client's new design professional shall execute Bowman's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate.

18. Miscellaneous. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect. The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and, unless that writing provides otherwise, shall waive only one instance of that condition or breach. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be to confer upon third-parties any remedy, claim, liability, reimbursement, cause of action, or other right. The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this Agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include," "including," or "includes" shall be deemed to be followed by the phrase "without limitation." The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of, Client, and to bind Client to all of the terms and conditions of this Agreement. To the extent that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

19. Notices. Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been deemed delivered: (a) on the day sent if delivered personally or by courier service during regular business hours (i.e., prior to 5:00 p.m. on weekdays that are not Federal holidays); (b) on the business day after the day sent if sent by overnight delivery service; or (c) two business days after the day sent if sent by certified mail or delivered by two-day delivery service.

Bowman

If to Client, notice shall be addressed to the individual signing this Agreement at the address noted on the Proposal.

If to Bowman, notice shall be sent to the address set forth in the proposal, with a copy sent to:

Bowman Consulting Group Ltd.
12355 Sunrise Valley Drive, Suite 520
Reston, Virginia 20191
Attn: Robert A. Hickey

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

Initials: Bowman *T.D.* / Client

City of Douglas

425 10th Street

Douglas, Arizona

Attn: Karl Rockwell

October 14, 2025

Proposal No. 11-252527-P

Subject: Agreement for Geotechnical Engineering Services

Commerce Way and King's Highway Sewer Mains

Commerce Way and King's Highway

Douglas, Arizona

City of Douglas ("CLIENT") and Certerra Southwest, Inc. dba Certerra Western Technologies ("CERTERRA") do hereby agree as follows:

1.0 PROJECT DESCRIPTION

Based on information provided by the Client, the proposed a new sewer main will be constructed along King's Highway, south of Puzzi Ranch Road and along a new Commerce Way road alignment. The sewer main will be constructed at depths ranging from about 8 to 20 feet below site grades. Should any of our information or assumptions not be correct, the Client will notify CERTERRA immediately.

2.0 PURPOSE

The purpose of our geotechnical engineering services will be to evaluate the subsurface conditions to provide recommendations and/or discussion for the following:

- Trench backfill
- Sewer main support
- Corrosivity
- Excavation conditions

3.0 SCOPE OF SERVICES

3.1 Field Exploration

We will conduct the following subsurface exploration program that is based on the project description and our knowledge of the general soil conditions in the area:

King's Highway - 2 test borings to depths of 15 and 25 feet below the existing site grades.

Commerce Way - 4 borings to depths of 15 to 25 feet below existing site grades.

All explorations will be advanced to the depths outlined unless refusal to auger drilling is encountered. A track-mounted drill rig is proposed due the existing site conditions. A field engineer will log the borings, record blow counts of penetration tests, and obtain undisturbed and representative samples of soils encountered as conditions dictate.

3.2 Laboratory Testing

A geotechnical engineer will review the samples and field logs and assign the laboratory tests. The following laboratory tests may be performed as soil conditions dictate:

- Field moisture content
- In-situ soil density
- Expansion potential
- Compression
- Sieve analysis
- Liquid Limit and Plasticity Index
- Water soluble chloride and sulfate content
- pH and minimum resistivity
- Organic content by ignition
- Maximum density-optimum moisture relationship

3.3 Analyses and Report

We will prepare a geotechnical engineering report that includes a description of the project, a discussion of the field and laboratory testing programs, a discussion of the subsurface conditions, and design recommendations as required to satisfy the purpose previously described.

4.0 SCHEDULE

Weather permitting, we will proceed with the indicated geotechnical engineering services upon receipt of a signed contract with an electronic copy of our report submitted about 3 weeks after completion of the fieldwork. If requested, verbal recommendations can be provided before the written report is submitted.

5.0 ASSUMPTIONS

The following assumptions were made in preparation of this proposal:

- A scaled site plan will be supplied by the Client – pdf file preferred
- Access will be granted by the property owner
- The Client will provide traffic control, if needed, along King's Highway
- The boring sites are accessible to a track-mounted drill rig
- Groundwater will not be encountered

We will contact Arizona 811 prior to mobilizing to the site. This service marks only the primary utility lines in the roadway and dedicated utility easements and usually does not locate tributary lateral lines on private property. CERTERRA requires the Client to provide all necessary information and drawings identifying the location of any underground lines or structures that may be on the subject property. The cost of repair of unknown, unmarked, or improperly marked utilities damaged during the work, subsequent loss of service, and damage to CERTERRA equipment shall be borne by the Client.

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between Western Technologies, Inc. dba Certerra Western Technologies ("CERTERRA") and the party that accepted CERTERRA's proposal or requested that CERTERRA perform Services ("Client"). CERTERRA shall mean the aforementioned entity, any of its affiliates or subsidiaries to the extent same are performing any of the Services under this Agreement, and their respective engineers and employees. This "Agreement" includes CERTERRA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from CERTERRA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by CERTERRA for Client or at Client's direction. CERTERRA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to CERTERRA at the time of the Services. CERTERRA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in CERTERRA's Proposal. If any alteration or addition of Services are requested by the Client ("Additional Services"), CERTERRA may provide a proposal detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. CERTERRA shall not be obligated to perform the Additional Services, if Client does not follow these procedures, but instead directs, authorizes, or permits CERTERRA to perform the Additional Services without written acceptance. To the extent CERTERRA does perform the Additional Services without written acceptance, CERTERRA will be paid for this work according to its proposal for same or current fee schedule.

2. DELAYS. CERTERRA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate CERTERRA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond CERTERRA's reasonable control. All promises related to the time of the Services are approximations by CERTERRA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall CERTERRA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by CERTERRA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. CERTERRA RESPONSIBILITIES. Services performed by CERTERRA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. CERTERRA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Testing or inspection Services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that CERTERRA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by CERTERRA are based on limited data and recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by CERTERRA and may vary

from those depicted on logs of discrete borings, test pits, or other exploratory Services or from information provided to CERTERRA by Client. There is an inherent risk that samples or observations may not be representative of materials or locations not sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by CERTERRA and CERTERRA accepts no liability in connection therewith. CERTERRA shall not be responsible for the interpretation by others of information developed by CERTERRA and makes no guarantee that CERTERRA's recommendations are properly implemented by any party. CERTERRA shall not be held liable for problems that may occur if CERTERRA's recommendations are not followed. To the fullest extent permitted by law, Client shall indemnify and hold harmless the Indemnitees (as defined below) from any and all Losses (as defined below) arising from or related to interpretations made by others.

4. SUBSURFACE EXPLORATIONS. Client understands CERTERRA's layout of boring and test locations is approximate and that CERTERRA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for CERTERRA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. To the fullest extent permitted by law, Client waives any claim against, and agrees to defend, indemnify and save the Indemnitees harmless from any Losses which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate CERTERRA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to CERTERRA all information in its possession regarding existing and proposed conditions at the site, of which CERTERRA may rely on to perform its Services. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to CERTERRA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. CERTERRA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client, to the fullest extent permitted by law, shall indemnify the Indemnitees against any and all Losses arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees, to the fullest extent permitted by law, to indemnify and hold the Indemnitees harmless from any and all Losses arising out of such changes, and Client assumes full responsibility unless Client has given CERTERRA prior notice and has received CERTERRA's written consent for such changes. CERTERRA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from CERTERRA's proven negligence, Client agrees to defend, indemnify, and hold harmless CERTERRA and all of its agents, affiliates, subsidiaries, officers, directors, representatives, and employees and their successors (collectively the "Indemnitees") from any and all claims, losses, causes of action, demands, suits, losses, charges, liability, expenses, costs, defense costs, disbursements (including attorney fees and costs at trial and appeal), and/or allegations of responsibility ("Losses") by any and all third parties including but not limited to, contractors, subcontractors, agents, employees (including without limitation Client's employees), assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the Services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and CERTERRA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and CERTERRA that any such person or entity, other than Client or CERTERRA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of CERTERRA or an assignment to an affiliate or subsidiary of CERTERRA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. CERTERRA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall CERTERRA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to CERTERRA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from CERTERRA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to CERTERRA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of CERTERRA's Services, time for completion, and compensation or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate CERTERRA for measures that in CERTERRA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate CERTERRA for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client

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also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, to the fullest extent permitted by law, Client waives any claim against CERTERRA and agrees to defend, indemnify, and save the Indemnitees harmless from any and all Losses arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the project, necessary to commence and complete the Services, and will provide CERTERRA access to the project site for all equipment and personnel necessary for the performance of the Services. CERTERRA shall be allowed free access to the site. Client understands and agrees that CERTERRA shall only be responsible for losses which directly result from CERTERRA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. To the fullest extent permitted by law, Client waives any claim against CERTERRA, and agrees to defend, indemnify, and hold the Indemnitees harmless from any and all Losses arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate CERTERRA for any time spent or expenses incurred by CERTERRA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of Services will operate to make CERTERRA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. To the fullest extent permitted by law, Client will indemnify, defend and hold the Indemnitees harmless from and against any and all Losses arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by CERTERRA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications, calculations, and studies memoranda assembled or prepared by CERTERRA are instruments of service with respect to the subject project, and CERTERRA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by CERTERRA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to CERTERRA, and the Client, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Indemnitees against any and all Losses whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this

Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against CERTERRA, its parents, affiliates and subsidiaries ("CERTERRA Covered Parties"), so that the total aggregate liability of CERTERRA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the Services performed by CERTERRA under this Agreement, whichever is greater. This restriction of remedies shall apply to any and all losses of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. CERTERRA shall not be responsible for supervising, overseeing, or controlling the Client's contractors or for their means and methods, procedures, performance, or site safety. CERTERRA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). CERTERRA shall have no authority to control Others regarding their work or their safety practices. CERTERRA does not control or guarantee the work of Others. CERTERRA has no duty to inspect or correct health and safety deficiencies of Others. CERTERRA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of CERTERRA's Services shall not relieve Others of their responsibilities to the Client or Others. CERTERRA reserves the right to report to the Client any unsafe conditions observed at the project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary in this agreement and to the fullest extent permitted by law, Client and CERTERRA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, delay, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement.

15. INSURANCE. CERTERRA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If CERTERRA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name CERTERRA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include CERTERRA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide CERTERRA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against CERTERRA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.), licensed architect (A.I.A.), or Registered Geologist (R.G.) that CERTERRA has violated the standard of care applicable to CERTERRA's performance of the Services. Such party shall be currently practicing in the same discipline as CERTERRA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer, architect, or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or

omissions do not conform to that standard of care. Client shall provide this opinion to CERTERRA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the laws of the state where the CERTERRA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the CERTERRA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, CERTERRA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at CERTERRA's option. Client shall pay all costs incurred by CERTERRA in collecting any delinquent amount, including staff time, court costs and attorney fees. To the fullest extent permitted by law, failure to make payment within sixty (60) days of invoice shall constitute a release of CERTERRA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, CERTERRA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, CERTERRA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms, all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. CERTERRA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to CERTERRA and are expressly agreed to in a writing signed by CERTERRA.

APPENDIX E: FEE SPREADSHEET





FEE ESTIMATE - City of Douglas James Ranch Road CO1 - Commerce Way

	Senior A/E - Independent Technical Review	Senior A/E - Placeholder for Discipline Leaders	Prof Level III - Project Technical Lead	Project Manager	Prof Level II - PMA	Designer - Civil Conveyance Engineer	Prof Level III - Civil Conveyance Engineer	Prof Level III - Civil Conveyance Engineer	Prof Level III - CAD Designer	Prof Level I - CAD Designer	Project Permitting Coordinator	Senior A/E - Corrosion Engineering	Expenses	Bowman Consulting	Centera
Project Billing Rate (T&M)	\$233.00	\$233.00	\$193.00	\$185.00	\$116.00	\$142.00	\$185.00	\$185.00	\$185.00	\$99.00	\$185.00	\$218.00	\$1.00	\$1.00	\$1.00
Total Units (T&M)	22	4	176	51	23	80	227	327	142	60	26	16	1,500.00	6,457.00	12,350.00
Total Fee (T&M)	\$5,126.00	\$932.00	\$33,968.00	\$9,435.00	\$2,668.00	\$11,360.00	\$41,995.00	\$60,495.00	\$26,270.00	\$5,940.00	\$4,810.00	\$3,488.00	\$1,500.00	\$6,457.00	\$12,350.00

Task Code	Task Name	Units														Hours	Total
101	Project Administration and Coordination CO1															164	\$29,209.00
101.100	Project Management		4	14	23		16									57	\$8,990.00
101.150	Design Meetings	4	5	5			9									23	\$4,487.00
101.170	Right of Way Selection Support Services		24				60									84	\$15,732.00
201	Subconsultant Services CO1															0	\$18,807.00
201.100	Geotechnical Investigation														12,350.00	0	\$12,350.00
201.200	Survey												6,457.00			0	\$6,457.00
302	Commerce Way Pipeline Design CO1															350	\$59,022.00
302.100	Sewer	8	30			40	78		118	60		16				350	\$59,022.00
303	Opinion of Probable Construction Cost (OPCC) CO1															25	\$4,745.00
303.100	OPCC	2	3				20									25	\$4,745.00
304	Permit Coordination - CO1															30	\$5,582.00
304.100	Permit Coordination		4								26					30	\$5,582.00
401	Construction Management - CO1															585	\$107,929.00
401.100	Bidding Assistance	4	20				20	20								64	\$12,192.00
401.200	Construction Monitoring		43	32				286								361	\$67,129.00
401.300	Submittals, Shop Drawings, and RFIs	4	30			30	24	12								100	\$17,642.00
401.400	Contractor Change Orders and Change Directives	3	3					9								15	\$2,943.00
401.500	Record Drawings	1	10			10		24								45	\$8,023.00
901	Reimbursable Expenses - CO1															0	\$9,100.00
901.100	Printing												9,100.00			0	\$1,500.00
901.200	Travel															0	\$7,600.00

Project Summary	Hours	Labor	Expense	Subs	Total
Time & Material	1,154	\$206,487.00	\$9,100.00	\$18,807.00	\$234,394.00