

April 30, 2025

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

Dear Mr. Luis Pedroza,

Reference: SCOPE OF WORK FOR THE CITY OF DOUGLAS WATER, WASTEWATER, AND BROADBAND CONDUIT DESIGN, AGENCY PERMITTING, BID AND CONTRACTOR SELECTION SUPPORT FOR THE WEST DOUGLAS UTILITIES EXPANSION – JAMES RANCH ROAD BETWEEN STATE ROUTE 80 AND LPOE

This letter is the Scope of Work for the CITY OF DOUGLAS WATER, WASTEWATER, AND BROADBAND CONDUIT DESIGN, AGENCY PERMITTING, BID AND CONTRACTOR SELECTION SUPPORT FOR THE WEST DOUGLAS UTILITIES EXPANSION – JAMES RANCH ROAD BETWEEN STATE ROUTE 80 AND LPOE (**The Project**).

The Project is for design of the 1) gravity wastewater pipe between the LPOE and the intersection of James Ranch Road (JRR) and proposed east west road (alternate West Puzzi Road alignment) connecting JRR and the Kings Highway (1/4 mile south of Puzzi Ranch Road), 2) the water main between the north side of SR 80 and the LPOE, 3) Broadband conduit between the north side of SR 80 and the LPOE.

It builds from the '**Preliminary Engineering in Support of the 60% Detailed Design Funded by the North American Development Bank Memorandum Task 225.01**'. It is complementary to and part of the Water, Wastewater, and Broadband Detailed Design along SR 80 now under detailed design for start of Construction in Q3 2025.

This avoids the need and capital and permanent operation and maintenance costs of the West Wastewater Lift Station (pump station).



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 of the watermain crossing of SR 80
2. Development of the 100% detailed design and specifications for the wastewater pipe between the LPOE and JRR. It is understood, however, the pipe between SR 80 and proposed east west road between JRR and the Kings Highway (alternate West Puzzi Road alignment) may be deferred by the City to a future date after this project is complete.
3. Development of the 100% detailed design and specifications for the water and broadband conduit between the north side of SR 80 and the LPOE
4. Development of the 100% detailed design and specifications for east west pipe sleeves at three locations (Water and Wastewater)
 - The assumption is that the City/Stantec will receive permission from Cochise County to locate the work in a north south 'utility corridor' 30 ft wide along the east side of the Cochise County JRR ROW. It will include City vehicle access road between the SR 80 and LPOE
 - Work with the City on location of water, wastewater and broadband infrastructure such as fire hydrants, wastewater collection manholes, broadband hand holes and other operation and maintenance features. There will be no service connections in the project except to the LPOE.
5. Permitting the work with Cochise County as owners of the JRR ROW and the Arizona Department of Environmental Quality (ADEQ),
6. Assistance to the City to select a contractor by Design, Bid, Build infrastructure bidding process.
7. Assistance to the City with Construction Management for construction of the noted infrastructure
 - It is assumed that the City/Stantec will have complete access and use of the County JRR ROW ground survey and ADOT design platform and not have to undertake any detailed survey and potholing of the three (3) Kinder Morgan high pressure gas line.
8. Coordination of the detailed design with:
 - The GSA and GSA service connections to the system,
 - The ADOT with JRR road detailed design
 - It does not include any APS overhead local service connections and that if needed by APS, they will work around the City/Stantec design features.

The draft list of Design Sheets accompanies in **Appendix D**.

The Draft Project Schedule:

The Draft Project Schedule accompanies **Appendix C** of **Attachment A**. The assumed project start date is May 2025 (within 14 days after City's NTP) and completion in December 2026. The final detailed design will depend on the timing of final acquisition of the JRR Right of Way and alignment with the ADOT JRR design schedule. This will be refined and finalized after the Project Kickoff Meeting reflecting the County, City, GSA, and ADOT JRR project delivery schedules. Construction schedule is dependent on the ROW acquisition by the County.

Geotechnical Subcontractor and Survey Proposal:

The proposal for a Geotechnical Subcontractor can be found in **Appendix E** of **Attachment A**. The proposal is from SCE Geotechnical Consultants located in Tucson, Arizona.

The Fee:

The fee development includes estimates of Stantec labor hours over the project by task as is detailed in the Fee Spreadsheet in **Appendix F** of **Attachment A**.

The Engineering total fee (Stantec Labor, Subconsultants, and Expenses) for the Scope of Work is \$739,644.68.

The City of Douglas will use the City of Tucson Contract No. 212603-05 On-Call Engineering Services for New and replacement of Distribution and Transmission Mains cooperative purchasing language to issue a contract to Stantec Consulting Inc. for the services detailed in this Scope of Work. The rates are set by Amendment 2 to that contract, dated April 29, 2024. A copy of that contract and rate amendment can be found in **Appendix G** of **Attachment A**. The work will be time and materials not to exceed.

The total fee includes project delivery and work by our subconsultant SCE Geotechnical, in total amount of \$50,611.68, Stantec Expenses in the amount of \$12,700.00 and Stantec Labor in the amount of \$676,333.00. The Fee assumes that the City will hire the on-site Construction Inspector that will be assigned to the Stantec delivery team reporting to the Stantec PM. Stantec will train the Construction Inspector to work in the Stantec Project Delivery and Management systems.

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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SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

ATTACHMENT A **SCOPE OF WORK FOR THE** **CITY OF DOUGLAS** **WATER, WASTEWATER, AND BROADBAND CONDUIT DESIGN, AGENCY** **PERMITTING, BID AND CONTRACTOR SELECTION SUPPORT** **FOR THE WEST DOUGLAS UTILITIES EXPANSION – JAMES RANCH ROAD** **BETWEEN STATE ROUTE 80 AND LPOE**

INTRODUCTION

This proposal is for water, wastewater, and broadband engineering services to complete the West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the future James Ranch Road (JRR) from the future Land Port of Entry (LPOE) to the north side of State Route 80 (SR 80). The scope includes 60%, 90%, and IFC detailed design, permitting, and technical engineering support for the City of Douglas (City) for bidding and contractor selection. This work is regarded as Phase 3 of the Basis of Design Report package submitted to Cochise County (County) and the City of Douglas, and the 100% design in progress of the West Douglas Utility Expansion along SR 80 (see **Appendix A** for the Site Layout and Phasing).

Scope of Work Elements	Length, ft
Water Main	7,800
Wastewater Collection System	3,000
Broadband Conduit	7,800

Additional detailed design, permitting, and technical engineering project phases that are NOT part of this Scope of Work (SOW) as follows:

Design, Permitting, Engineering Support Phases NOT Part of This SOW		Anticipated Phase Completion Schedule	Comment
1	Crossing of White Water Draw between SR 80 and North Copper Avenue and connection of sanitary sewer and broadband conduit to the City.	Q3/Q4 2025	Connection to SR 80 sanitary sewer at Copper Avenue and tie-into existing system at Chino Road and SR 80 sewer
2	SR 80 Water, Sanitary Sewer, and Broadband Conduit	Q2/Q3 2025	Currently in 100% design phase
3	City Well and Groundwater Storage Tank at Cochise College	Q2/Q3 2025	City selection and acquisition of property at Cochise College and SR 80, design of storage tank and groundwater delivery system, connect to SR 80 infrastructure
4	Groundwater Well Source Development at Cochise College	Q2/Q3 2025	Existing Cochise College groundwater well and proposed well at the southeastern corner of the college



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5	Alternative Puzzi Ranch Road and Kings Highway sanitary Sewer	Q2/Q3 2025	Awaiting property acquisition. The project will provide the design and construction of the sanitary sewer main to supply JRR with a sewer outfall.
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This scope of work for the design of water, sewer, and broadband along JRR will be carried out concurrently with the ADOT/Stantec Transportation Group's (ADOT/JRR) design of the JRR Connector Road and the General Service Administration (GSA)/General Contractor Hensel Phelps (Hensel Phelps) design of the LPOE.

Collaboration with the ADOT/JRR and GSA/Hensel Phelps design teams is essential to the design completion of the water main, sanitary sewer, and broadband conduit on JRR. The ADOT/JRR design schedule shared on March 25, 2025, can be found in **Appendix B**.

The ADOT/JRR Detailed Design Delivery Schedule highlights are bulleted below:

- ADOT/JRR NTP on detailed design of JRR, March 25, 2025
- Final Design complete, February 16, 2026
- Contractor Bid Process, May 15, 2026, to October 29, 2026
- Construction Period, December 14, 2026, to February 3, 2028

GSA LPOE Detailed Design Delivery Schedule highlights are bulleted below:

- Civil Design
 - Final Concept – Q1/Q2 2025
 - Design Development – Q1 2025
 - Construction Documents – Q2/Q3 2025
 - Construction – Q3 2025 to Q4 2026
- Buildings Design
 - Final Concept – Q1/Q2 2025
 - Design Development – Q2/Q3 2025
 - Construction Documents – Q3 2025 to Q1 2026
 - Construction – Q1 2026 to Q2 2027



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The draft detailed project schedule for West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the future James Ranch Road (JRR) accompanies in **Appendix C**. The key Milestones are as follows:

- City Council Approval of Stantec SOW and FEE May 14, 2025
- Project Notice to Proceed: May 16, 2025
- Kickoff Meeting: June 2, 2025
- Project Alignment
 - Water, wastewater, and broadband design coordination with Stantec roadway design team
 - Stantec design team contact with Arizona Department of Environmental Quality (ADEQ), Arizona Department of Transportation (ADOT) and Cochise County regarding project scope, scheduling support, and permitting
 - Stantec subconsultant SCE Geotechnical Engineering investigation.
 - Stantec subconsultant Bowman Survey location of Utilities along James Ranch Road
 - City selected contractor community outreach program.
- Assist with City coordination of a utility corridor along James Ranch Road
- Detailed Design: May 16, 2025 to November 28, 2025
- Cochise County and ADEQ Permit Coordination: August 15, 2025 to September 26, 2025
- Stantec Team Construction Management: May 9, 2026 to December 31, 2026
- Construction Completion Date (estimated): December 31, 2026

This Proposal for Engineering Services includes the tasks summarized as follows and the work location is Phase 3 on the attached **Appendix A**: Site Location Map.



SCOPE OF WORK

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The following information is a general description of the engineering services required to prepare and deliver this project. It is assumed that this Scope of Work will be delivered between May 16, 2025, the assumed City of Douglas Notice to Proceed date, and the end of construction date of December 31, 2026.

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 the period. These monthly progress packages will communicate the status of the deliverable's performance against the schedule, budget expended, project issues and general activities.

The draft Project Schedule is attached in **Appendix C**. Stantec will maintain a comprehensive Microsoft project schedule for IFC design through contractor selection.

The schedule is specific to the West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the future James Ranch Road (JRR) design and will not include any Douglas POE project tasks by GSA, ADOT, or other organizations.

Assumptions:

- The draft schedule will be presented, modified as agreed upon, and adopted at the Kickoff Meeting.
- A maximum of 19 monthly project progress packages will be submitted during the course of the project.

Deliverables:

- Initial 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, Water System Manager, 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 the project.



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West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

Meetings in this scope of work include:

1. One (1) Virtual Kickoff Meeting held on Microsoft Teams. The meeting duration will be up to two (2) hours attended by up to four (4) Stantec project team members. The agenda and meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees. 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 for JRR are assumed to be merged into the existing Detailed Design of SR 80 Utilities biweekly meetings. Stantec is currently scoped to have these biweekly meetings with the City until December 31, 2026 per the SR 80 Scope of Work. Additional time has been allocated for the biweekly meetings to accommodate the extra 30 minutes currently scheduled. These meetings will seek City direction on design features, provide progress updates from Stantec, address any project issues, and establish the development of the IFC Design. The Stantec team will include the Project Technical Leader, Design Engineer, and a Junior Engineer, who will prepare the meeting agenda, record meeting notes, and compile an action item list. The agenda and meeting materials will be provided one full workday before the meeting date to allow for detailed preparation by attendees.
3. One (1) virtual Microsoft Teams and in person meeting to review and finalize the 90% Plans and Technical Specifications. Up to two (2) Stantec team project members will attend in-person and two (2) will attend virtually, including the Project Technical Leader, Project Manager, Senior Consultant, and a junior engineer to prepare the meeting agenda and record meeting notes. The meeting will be up to two (2) hours.
 - a. For this meeting, Stantec discipline leaders with professional responsibility of their relevant field will 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. It is anticipated that the City of Douglas will require approximately two weeks for review and comment on 90% Plans and Technical Specifications. The City of Douglas will be responsible for providing the Stantec team any comments regarding the 90% Plans and Technical Specifications at least one week prior to the meeting.
4. One (1) virtual Microsoft Teams meeting for final review of the IFC Plans and Technical Specification prior to Stantec issuing the Design Package to the City. Four (4) Stantec project members will attend, including, the Project Technical Leader, Project Manager, Senior



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Consultant, and a junior engineer to prepare the meeting agenda and record meeting minutes. The meeting will be up to two (2) hours.

Project documentation will consist of preparing and distributing meeting agendas, verifying or updating project schedule, and preparation of meeting 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 in-person 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 101.200: UTILITY COORIDOR PLANNING THE CITY, ADOT, COCHISE COUNTY, GSA

Ongoing coordination with the City, ADOT, the Stantec JRR Roadway design team, and the GSA LPOE design team is critical for the successful execution of the James Ranch Road Utilities project. Cochise County is working to secure the 200-ft right-of-way (ROW) along James Ranch Road and a 300-ft drainage easement on the west side of the ROW. Under an intergovernmental agreement (IGA) with the County, ADOT will design and construct the JRR Connector Road and turn it over to the County upon completion of construction. It is understood that ROW permitting will take place under County jurisdiction.

The City's water, wastewater, and broadband infrastructure along JRR between SR 80 and LPOE will be located within the 200-ft ROW. This infrastructure will be situated in a 30-ft utility corridor on the east side of the ROW, away and/or out of the ADOT road envelope. As future land development progresses, the City will be approached for service connections from land along the east side of the ROW. The City will need unlimited access to the water, wastewater, and broadband infrastructure to construct, operate, and maintain the pipes, service connections, and other operational and infrastructure assets. This includes but is not limited to safety elements such as fire hydrants, pipeline valves, manholes, handholes, air/vacuum valves, and meters. This will include a drivable surface for City maintenance vehicles to access the City-owned assets in the utility corridor between SR 80 and the LPOE.

Cochise County: Coshise County is working with private landowners along the JRR to acquire the JRR Connector Road ROW. Stantec will engage with the County and ADOT to reference the City infrastructure within the ROW.



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To minimize the future disturbance to the JRR roadway structural embankment fill design and avoid City infrastructure being located in said fill, it is assumed that the City infrastructure will be situated in a 30-ft wide utility corridor on the east side of the JRR ROW, measured 30-ft towards the centerline from the east ROW boundary.

ADOT: As previously mentioned, JRR is being designed by the Stantec JRR Roadway design team. The Stantec team designing the West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the future James Ranch Road (JRR) will engage with the ADOT/JRR design team in collaboration tasks when necessary, including but not limited to the following design features:

1. It is assumed that the City and the ADOT designs would be based on the same CAD design platform created by the Stantec JRR Roadway design team. Including:
 - a. JRR design file
 - b. Proposed ground elevations
 - c. Survey base files
 - d. Drainage infrastructure base files
 - e. Other pertinent design files
2. ADOT/JRR project schedules
3. ADOT/JRR intersections location and details
4. Geotechnical investigation report
5. Potholing of three (3) Kinder Morgan high pressure gas lines at the intersection of JRR and the existing Puzzi Ranch Road
6. Three (3) pipe sleeves across JRR
7. Water, sewer, and broadband utility crossings within the drainage corridors of the South, Middle and North Washes
8. Water and broadband crossing at the intersection of the SR 80 and JRR
9. Service Connections to the LPOE

Stantec WDUE Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the future James Ranch Road (JRR) design team will:

1. Work with the ADOT JRR design team to delineate the optimal 30-ft utility corridor for the water, sanitary sewer, and broadband conduit installations on the east side of the ROW. This corridor



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must ensure the City has a minimum 12-ft operational and maintenance access road, locate utility structures and service requirements, and accommodate future development connections.

2. Determine, as part of the design, the location of proposed steel pipe sleeves (water and wastewater) between the east and west boundaries of the ROW to allow future development on the west side of the ROW to access the City infrastructure on the east side. The intent is to install the two conduits at three locations between the LPOE and SR 80 during the construction of JRR.
3. Determine the west side termination location of the steel pipe sleeves as noted above. The design of the steel pipe sleeves should consider whether they extend into the proposed JRR drainage easement or terminate just outside the JRR structural road fill.
4. Implement necessary erosion mitigation measures over the three proposed utilities at the crossings of the North, Middle, and South washes. Each wash will have box culverts where the stormwater will flow over the water, sewer, and broadband infrastructure. It will be necessary to provide some form of erosion mitigation in these areas.
5. Identify potential stormwater runoff on the east side of JRR along the 30-ft wide utility corridor. It is assumed that the stormwater will sheet flow from the JRR centerline and move east over the utility corridor. Coordination with the ADOT/JRR design team will be essential to establish possible design constraints.
6. Identify/delineate updated wastewater service area boundaries on the west side of JRR to identify wastewater sub-basins. This exercise will build off the Douglas POE & Service Areas Water & Wastewater Infrastructure 30% Design Report (BODR) wastewater service area boundary map. The service area sub-basins will assist the design team in determining appropriate locations of steel sleeve pipes for future development on the west side of the ROW.

Stantec/Hensel Phelps/GSA: The City infrastructure will provide water, wastewater, and broadband service connections to serve the LPOE. The on-site LPOE service connections are being designed by Stantec Community Development Group (LPOE Design Team) as a design build with Hensel Phelps contracted by GSA. Stantec will work with the JRR/LPOE design team to fulfill the following:

1. Provide water, wastewater and broadband conduit design criteria. Locate the water, wastewater and broadband conduit service connections at the north/west boundary of the LPOE property within the west side of County ROW.
2. Stantec and the City to coordinate with the LPOE Design Team on the number of service connections horizontal/vertical locations of the water, wastewater, and broadband service connections. The service connections design details will be reviewed details with the County and the LPOE Design Team. Stantec WDUE team shall be entitled to reasonably rely upon the information and data provided by Client or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Services.



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Deliverables:

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

201 SUBCONSULTANT SERVICES

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

TASK 201.100: GEOTECHNICAL INVESTIGATION

Stantec proposes to utilize SCE (Geotechnical) Engineering 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 SCE Engineering accompanies in **Appendix E**.

The City will work with Cochise County to provide written permission (right-of-entry) to access the JRR ROW to undertake the geotechnical field work within the proposed 30-ft utility corridor, just west of the eastern JRR ROW boundary.

Assumptions:

- Additional site visits by SCE Engineering will require a Change Order.

Deliverables:

- Report – A digital copy (pdf) sent via OneDrive of the soils investigation report for the pipeline alignment along James Ranch Road.

302 PIPELINE DESIGN DRAWINGS AND SPECIFICATIONS

TASK 302.100: CIVIL

1. This task will create the 60%, 90%, and IFC Detailed Design of the water main plan and profile, sanitary sewer plan and profile, and broadband conduit plan drawings.

Water

- a. The water main plan and profiles will be created along the east side of James Ranch Road from the proposed Commercial Port of Entry to the north side of SR 80, where it will connect into the water main in ADOT ROW being designed and constructed in a separate phase.
- b. The water main plans will have up to three (3) sleeved crossings of the proposed James Ranch Road for future connections with coordination between the ADOT



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Roadway Design and the utility design team.

- c. Standard City water system design details, such as service connections, pipe trench and pipe anchor systems, will be referenced.
- d. The water main will have pipe protection measures at three (3) culvert crossings along James Ranch Road.

Sanitary Sewer

- a. The sanitary sewer plan and profiles will be created along the east side of James Ranch Road from the proposed Commercial Port of Entry to the south side of SR 80 but will not cross the highway. The connection point to the continuation of the sewer main will be at the Puzzi Ranch Road sewer main which will be designed and constructed in a separate phase.
- b. The sanitary sewer plans will have up to three (3) sleeved crossings of the proposed James Ranch Road for future connections with coordination between the ADOT Roadway Design and the utility design team.
- c. Standard City sanitary sewer system design details, such as service connections, pipe trench and pipe anchor systems, will be referenced.
- d. The sanitary sewer system will have pipe protection measures at three (3) culvert crossings along James Ranch Road.

Broadband

- a. The broadband plans will contain the following information: all existing utilities including sizes, finished and existing profile grade along the alignment.
- 2. The plans will include the design of steel sleeve pipe crossings under James Ranch Road for future water and sanitary sewer connections coordination between the ADOT Roadway Design and the utility design.
 - 3. Up to three (3) service connections that will service the LPOE will be designed for domestic water, fire water, sanitary sewer, and broadband conduit.
 - 4. The plans will include a maintenance access corridor within the JRR City infrastructure right-of-way to allow the City vehicle access between SR 80 and LPOE. Access to the drivable surface will be coordinated with the JRR design team at up to four (4) locations.
 - 5. Stormwater runoff from the east side of JRR will be coordinated with the JRR design team to ensure the runoff does not interfere with the proposed drivable vehicle access road or related City utilities.
 - 6. 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, Cox Communication, and Comcast Cable).



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7. Specifications will generally be Maricopa Association of Government (MAG) 2024 Specifications with Special Provisions to the MAG Specifications provided by Stantec as required.
8. Quality Assurance and Quality Control including independent technical reviews of deliverables is included in this task.
9. One (1) initial site visit will be conducted by two (2) Stantec project team members for up to 24 hours over two (2) days.

Deliverables:

- 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
- Specifications with Special Provision to MAG – Three (3) 8.5" x 11" hard copies of the specifications delivered to the City and a OneDrive link to the electronic format (pdf)

TASK 302.200: SR 80 HIGHWAY CROSSING

The trenchless crossing on SR 80 will be located at the intersection of James Ranch Road and SR 80. The design will include a steel carrier pipe extending from the north to the south shoulder of SR 80. Inside this carrier pipe, the water main pipe will be housed. It is assumed that there will be gate valves at each end of the highway crossing.

1. The inverts of both ends of the carrier pipe and the inverts of the water main will be established, as will the pipe cover between the SR 80 elevation and the top of the carrier pipe.
2. The trenchless design criteria will be established from the geotechnical investigation at both ends of the carrier pipe under SR 80. The location of the ends of the carrier pipe will be reviewed and agree with ADOT and Cochise County.
3. Cost evaluation will be performed to determine the best trenchless method: auger boring or horizontal directional drilling.
4. The clearance room required for the auger boring or horizontal directional drilling installation and work area will be identified at both ends.
5. Prepare a detailed design plan and profile of the crossing in alignment with the permit design and submittal requirements. It is estimated that the length of the steel carrier pipe will be about 150 feet. The actual length will be confirmed in discussion with ADOT and Cochise County.

Deliverables:

- Plans - The deliverable package at 90% will include a design plan and profile of the carrier pipe and water main pipe (pdf). This will be reviewed with the City, ADOT, and Cochise County.



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

- Based on City, ADOT, and Cochise County comments, the IFC Plans will be prepared (pdf) and submitted to ADOT for an Encroachment Permit.
- Technical Specifications at 90% submittal and IFC submittal (pdf).

303 OPINION OF PROBABLE CONSTRUCTION COST (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. OPCC's will be prepared for the 60%, 90% and Issued for Construction (IFC) plan and specification submittals.

OPCC Milestones	Class
60%	3
90%	2
IFC	2

- The OPCC will not include the cost of acquiring the utility easements (temporary and permanent) along James Ranch Road. Additionally, the City will have responsibility for all costs associated with permitting fees and right of way/easement acquisition.

Deliverables:

- Opinion of Probable Construction Cost for the 60%, 90%, and IFC plans (pdf) via a OneDrive link.

304 PERMIT COORDINATION

Stantec will work with the City, the County, ADEQ, Kinder Morgan Natural Gas, and ADOT on acquiring the necessary permit(s) to locate the City utility infrastructure within the ROW. 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 prepare and furnish to the City a permit matrix detailing all permits that will be required for the Project.

Stantec will be responsible for preparation of permits necessary for the Project to be constructed. The City of Douglas will be responsible for paying all review and permit fees necessary to obtain construction permits.

It is expected that permits will be required from ADOT, ADEQ, Cochise County, and Kinder Morgan Natural Gas.



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

Deliverables:

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

401 CONSTRUCTION MANAGEMENT

Stantec will provide Construction Management Services (CMS) for the water, sanitary sewer system, and broadband improvements on behalf of the City of Douglas.

The Onsite Construction Observer hired by the City. The Construction Observer will report to Stantec's Project Manager 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 395 calendar days to Substantial Completion and 514 calendar days to Final Completion.

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 four (4) staff members to attend and provide technical support at one pre-bid conference to be held at the City offices.

BID SUPPORT SERVICES: Stantec will interpret and provide written responses to requests 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. Conformed drawings will not be provided.

Assumptions:

- It is assumed that the City will provide the construction plans to the contractors electronically.



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

- 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 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 COD 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 coordination, up to two (2) hours per week.

CITY-HIRED INSPECTOR RESPONSIBILITIES: The City's Inspector will be 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.



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

WEEKLY MEETINGS: Stantec will attend weekly construction project meetings and provide weekly update reports to the City in conjunction with the SR 80 Utility Project. The Stantec Project Technical Leader and other disciplines will attend as required, approximately 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 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, but not necessarily limited to 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. The Project Closeout will be held on site at the City's office.

Assumptions:

- Contractor will notify Stantec when work is substantially complete
- City is responsible for final review and processing of all Contractor Payment Applications.

Deliverables:

- Punch List
- Contractor Payment Applications
- Recommendation for payment
- List of Close-out items
- Close-out documents



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

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 all reviews and coordinate with the City as required for input and with the Contractor for any 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 all 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 20 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 all necessary documents and submittals for City Council approval.

Assumptions:



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

- City shall be responsible for all final approval and processing of Change Orders.
- Up to five (5) additional 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.



SCOPE OF WORK

West Douglas Utilities Expansion (WDUE) Water Main, Sanitary Sewer System, and Broadband Conduit Infrastructure along the Future James Ranch Road (JRR)

ASSUMPTIONS

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

- The design and construction of the West Douglas Utilities Expansion water, sewer, and broadband infrastructure along the SR 80, Kings Highway, Puzzi Ranch Road, and White Water Draw crossing will be concurrent with the scope of work listed within this document.
- This scope does not provide any service or lateral connections to developments west of James Ranch Road excluding the LPOE to be coordinated with Hensel Phelps. This scope only supplies the steel carrier sleeve pipes required for future connections.
- This scope will provide no more than three (3) service connections to the LPOE.
- All ROW acquisition will be procured by the County including purchase agreements, purchase costs, legal sale and filing documentation.
- Any development for a utility easement is the responsibility of the City and/or County including the purchase agreements, purchase costs, legal sale and filing documentation.
- Stantec is not responsible for any error, omission, deficiency or other discrepancy with the work or services of other consultants retained separately by Client, whether or not coordinated or reviewed by Stantec.

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:

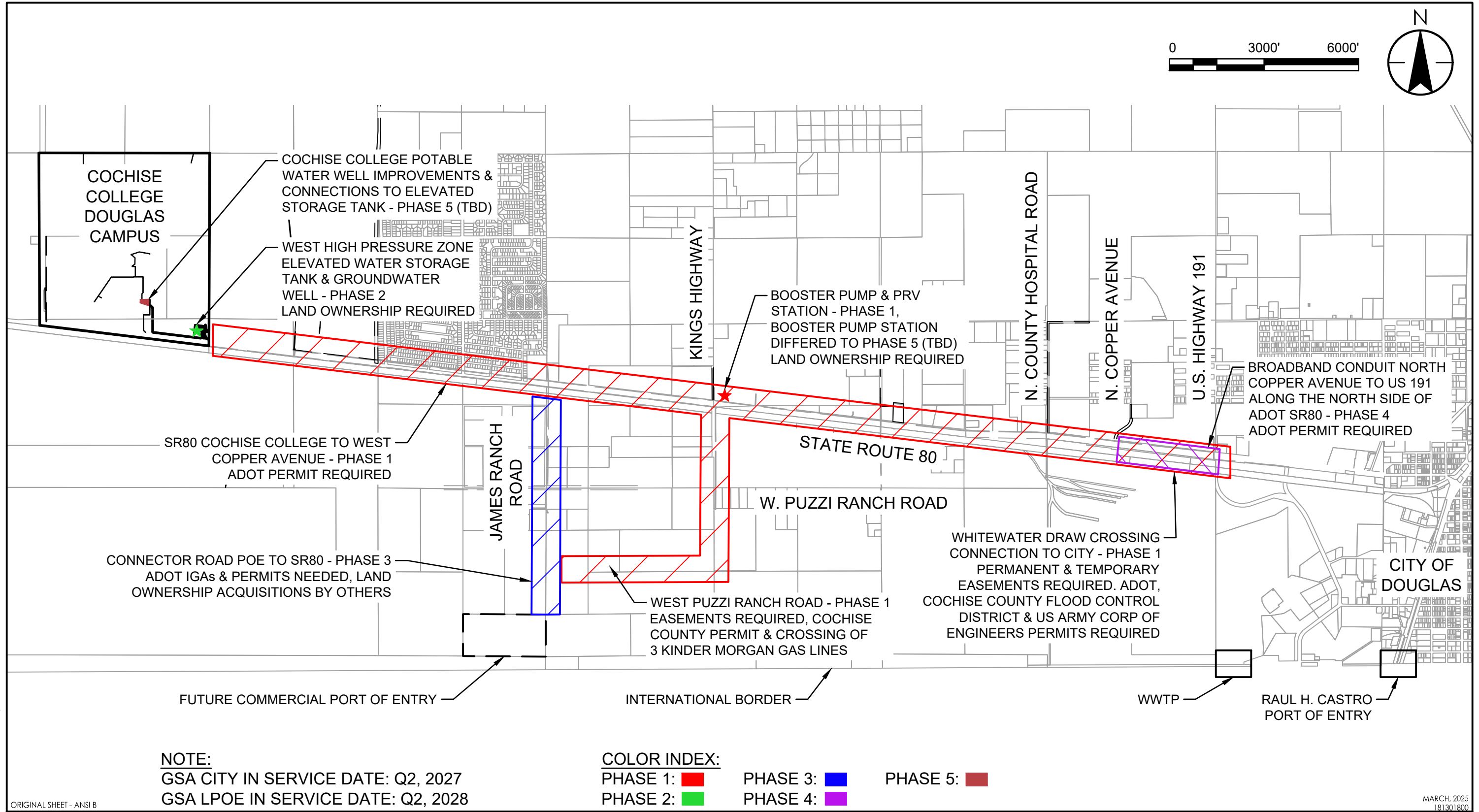
- Agency Submittal Fees
- Traffic Control Plan
- Traffic Studies
- Noise Study



APPENDIX A: SITE LOCATION MAP



C:\Users\anpiazza\DC\ACCDocs\Stantec Consulting\181301800_DOUGLAS_POE\Project Files\01_WIP\04_civil\Exhibit_Files\Project_Summary_POE_Project_Summary_20250304.dwg
2025/03/04 12:30 PM By: Piazza, Andrew



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

Client/Project
CITY OF DOUGLAS
WEST DOUGLAS UTILITY EXPANSION SR-80

Figure No.
1.0

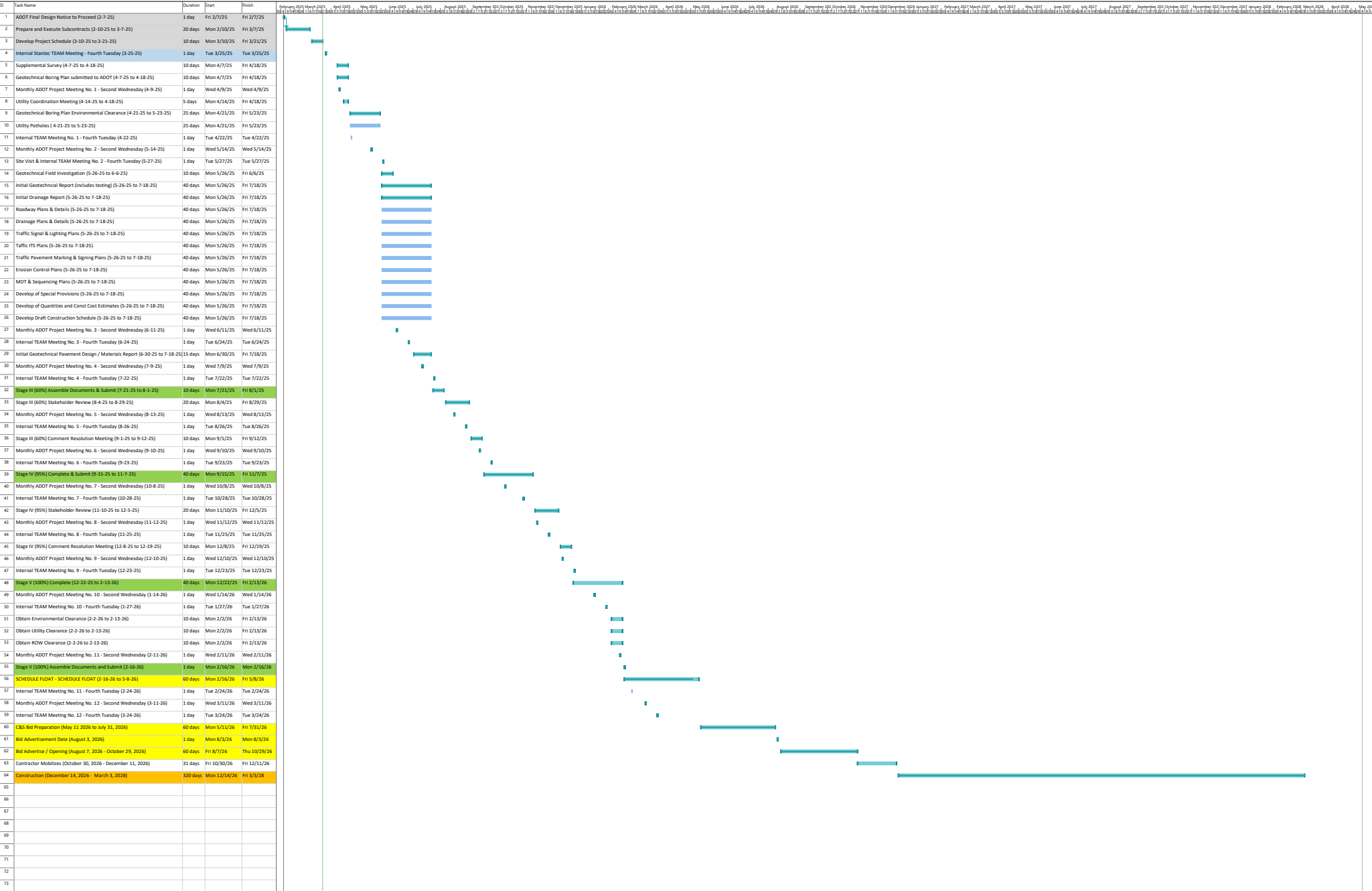
Title
WEST DOUGLAS EXPANSION SERVICE
AREA & PORT OF ENTRY - CITY
SERVICING OBLIGATIONS PHASING PLAN

MARCH, 2025
181301800

APPENDIX B: ADOT/JRR DESIGN SCHEDULE



F0534 - ADOT City of Douglas Port of Entry Connector Road Study



APPENDIX C: DRAFT PROJECT SCHEDULE



Task Name	Duration	Start	Finish
James Ranch Road	594 days	5/16/2025	12/31/2026
NTP	0 days	5/16/2025	5/16/2025
JRR - ROW Acquisition	242 days	12/1/2024	7/31/2025
Coordination with ADOT	196 days	5/16/2025	11/28/2025
Coordination with GSA	196 days	5/16/2025	11/28/2025
Detailed Design & Permitting	196 days	5/16/2025	11/28/2025
90%	81 days	5/26/2025	8/15/2025
Cochise County Permitting	42 days	8/15/2025	9/26/2025
ADEQ Permitting	42 days	8/15/2025	9/26/2025
100%	63 days	9/26/2025	11/28/2025
Contractor Selection	90 days	12/1/2025	3/1/2026
Bid Prep	35 days	12/1/2025	1/5/2026
Bid Period	45 days	1/6/2026	2/20/2026
Award Period	45 days	2/21/2026	4/7/2026
Contract Period	30 days	4/8/2026	5/8/2026
Construction	236 days	5/9/2026	12/31/2026
Start Construction	0 days	5/9/2026	5/9/2026
Construction	206 days	5/9/2026	12/1/2026
Completion	0 days	12/1/2026	12/1/2026
Start-Up	30 days	12/1/2026	12/31/2026
Permitting	0 days	12/31/2026	12/31/2026

APPENDIX D: PRELIMINARY DRAWING LIST





Client: City of Douglas
Project: City of Douglas West Douglas Utilities Expansion
Document: Design of WDU for James Ranch Road Draft Infrastructure Preliminary Drawing List (PDL)

Rev. Date: 4/1/2025
By: Cameron Smith, Andrew Piazza
Reviewer: Jack Bryck

Notes:

1. James Ranch Road Utilities to tie into SR-80 Utilities and Puzzi Ranch Road Wastewater Collection System

PAGE NO.	SHEET NAME	DESIGN ELEMENT	COMMENTS
1	COVER SHEET	GENERAL	
2	LIST OF DRAWINGS	GENERAL	
3	GENERAL NOTES I	GENERAL	
4	GENERAL NOTES II	GENERAL	
5	LEGEND AND SYMBOLS	GENERAL	
6	ABBREVIATIONS	GENERAL	
7	SHEET KEY MAP - SANITARY SEWER	GENERAL	
8	SHEET KEY MAP - WATER AND BROADBAND COMMUNICATION	GENERAL	
9	PROJECT SURVEY CONTROL DRAWING - I	GENERAL	
10	SANITARY SEWER PLAN & PROFILE 1	WASTEWATER	
11	SANITARY SEWER PLAN & PROFILE 2	WASTEWATER	
12	SANITARY SEWER PLAN & PROFILE 3	WASTEWATER	
13	LPOE SANITARY SEWER CONNECTION	WASTEWATER	
14	WATERLINE AND BROADBAND PLAN & PROFILE 1	WATER/BROADBAND	
15	WATERLINE AND BROADBAND PLAN & PROFILE 2	WATER/BROADBAND	
16	WATERLINE AND BROADBAND PLAN & PROFILE 3	WATER/BROADBAND	
17	WATERLINE AND BROADBAND PLAN & PROFILE 4	WATER/BROADBAND	
18	WATERLINE AND BROADBAND PLAN & PROFILE 5	WATER/BROADBAND	
19	WATERLINE AND BROADBAND PLAN & PROFILE 6	WATER/BROADBAND	
20	WATERLINE AND BROADBAND PLAN & PROFILE 7	WATER/BROADBAND	
21	WATERLINE AND BROADBAND PLAN & PROFILE 8	WATER/BROADBAND	
22	LPOE WATER SERVICE CONNECTION	WATER/BROADBAND	
23	UTILITY SLEEVE CROSSING - I	WASTEWATER/WATER	
24	UTILITY SLEEVE CROSSING - II	WASTEWATER/WATER	
25	UTILITY SLEEVE CROSSING - III	WASTEWATER/WATER	
26	SANITARY SEWER STANDARD DETAILS - I	DETAILS	
27	SANITARY SEWER STANDARD DETAILS - II	DETAILS	
28	WATER STANDARD DETAILS - I	DETAILS	
29	WATER STANDARD DETAILS - II	DETAILS	
30	WATER STANDARD DETAILS - III	DETAILS	
31	WATER STANDARD DETAILS - IV	DETAILS	
32	BROADBAND STANDARD DETAILS - I	DETAILS	
33	MISCELLANEOUS DETAILS - I	DETAILS	
34	MISCELLANEOUS DETAILS - II	DETAILS	
35	PLACEHOLDER	PLACEHOLDER	
36	PLACEHOLDER	PLACEHOLDER	
37	PLACEHOLDER	PLACEHOLDER	
38	PLACEHOLDER	PLACEHOLDER	

APPENDIX E: SUBCONSULTANT PROPOSALS



**Scope of Work
Professional Engineering Services
For the
Cochise County and City of Douglas, Arizona
Commercial Port of Entry Water and Wastewater Infrastructure,
Pipeline Along James Ranch Road (Item 8)**

SCE Engineering (SCE) is pleased to provide this cost proposal to Stantec for geotechnical services associated with the pipeline along James Ranch Road (Item 8) of the Cochise County and City of Douglas, Arizona – Commercial Port of Entry Water and Wastewater Infrastructure project. This project is located in Cochise County and City of Douglas, Arizona. We look forward to providing quality and timely services to Stantec.

This letter proposal includes our understanding of the scope of work, assumptions, and deliverables that will be developed for the proposed geotechnical services of Item 8 of this project.

A. GENERAL INFORMATION

SCE Engineering (SCE) is pleased to provide this cost proposal for the project listed below.

Project Name: Cochise County and City of Douglas – Commercial Port of Entry Water and Wastewater Infrastructure

Project Client: Stantec

Project Location: Cochise County and City of Douglas, Arizona

Project Description: Design water, wastewater, and broadband conduit infrastructure to serve the new Douglas Port of Entry (POE) that will go into service in 2028 and the lands between the POE and the City of Douglas along SR80.

Scope of Work: For the proposed pipeline along James Ranch Road (Item 8 of this project), perform a geotechnical investigation that includes borings and laboratory testing. Provide geotechnical recommendations for suitability of existing soils for backfill purposes and bedding based on the existing soil's mechanical and chemical properties.

SCE Role: SUB

Contract Type: Lump Sum

Date: 04/22/2025

B. SCOPE OF WORK

1. Project Administration

- **Task 1.1** – Administering Contract, invoicing, and filing.

2. Field Reconnaissance

- **Task 2.1** – One site visit for two of SCE's employees that will be involved with the field work. Scope includes travel to the site and coordination between senior personnel and the project manager from SCE in preparation for the site visit.

3. Data Collection

- **Task 3.1** – Perform 10 borings, ranging in depth from 20-feet to 30-feet, in support of the proposed pipeline design. SCE has retained Geomechanics Southwest, Inc. (GSI) to perform the drilling services. Traffic control is anticipated for the two boring locations along SR80 and is included in GSI's estimate. Refer to GSI's estimate for more detail on the drilling procedures and traffic control services. SCE will be on-site to collect the soil samples and record the boring logs.
- **Task 3.2** – Perform laboratory testing on representative soil samples obtained from the borings. Laboratory tests will include grain size distribution, Atterberg limits, standard proctor, moisture content tests, organic content, and chemical tests (pH, resistivity, chlorides, and sulfates). SCE has retained Speedie and Associates, Inc. (Speedie) to perform the laboratory testing.
- **Task 3.3** – Develop the right-of-entry permit application for access to the boring locations within ADOT right-of-way. It is assumed that all private right-of-entries will be provided by others.

4. Data Reduction

- **Task 4.1** – Evaluation of the soil data from field and laboratory investigations.
- **Task 4.2** – Develop boring logs.

5. Develop Deliverables

- **Task 5.1** – Develop geotechnical recommendations for earthwork factors.
- **Task 5.2** – Develop geotechnical recommendations for the suitability of existing soils for backfill purposes and bedding.
- **Task 5.3** – Prepare a draft geotechnical report for review. The draft geotechnical report will include a summary of the geotechnical investigation, laboratory test results, boring logs, and geotechnical recommendations.
- **Task 5.4** – Incorporate review comments and prepare a final geotechnical report.

6. Project Team Coordination

- **Task 6.1** – Discussions with Stantec and sub consultants
- **Task 6.2** – Attend 1 progress meeting via video conference or phone, 2-hour duration is assumed.

7. QA/QC

- **Task 7.1** – Internal quality control/quality assurance (QC/QA).

C. ASSUMPTIONS FOR COST PROPOSAL

The cost proposal is based on the following assumptions:

- Any environmental and cultural clearances for drilling geotechnical borings will be provided by others. The geotechnical borings and soil samples will not include any environmental investigation and borings will be immediately terminated upon encountering environmental contamination.
- The right-of-entry for private property will be obtained by others.
- Boring locations will be surveyed before the field investigation by others. Alternatively, boring locations can be located in the field by SCE based off of measurements from visual landmarks shown in CAD imagery (CAD imagery and base files to be provided by Stantec in Microstation dgn format).
- One progress meeting with Stantec via video conference or phone, 2-hour duration, is assumed. No minor review meetings, pre-review meetings, or other internal meetings with Stantec are assumed.
- Post-design services are not included in the scope.
- Design services will be lump sum for the scope of services described in this letter.

D. SCOPE IMPLEMENTATION

Our geotechnical investigation program based on the above scope of work and assumptions is described below.

- A total of 10 borings as summarized in Section B.
- Traffic control is anticipated for the drilled borings along SR80 and is included in GSI's estimate.
- GSI will provide the drilling services for the field investigation.
- The borings will be advanced to target depth discussed in Section B unless drilling refusal is encountered at shallower depths at which time the boring will be terminated.
- Representative soil samples obtained from the borings will be tested for grain size distribution, Atterberg limits, standard proctor, moisture content tests, swell/settlement, organic content, and chemical tests (pH, resistivity, chlorides, and sulfates).

Based on the scope of work, it is anticipated that the field investigations by means of borings will take approximately 2 days of field work (not including travel) and 1 additional day of field reconnaissance (including travel). The field work can typically be initiated 3-weeks after the latter of the following events, pending prior defined schedules:

- Receipt of notice-to-proceed (NTP) from Stantec,
- approval of the field investigation program by Stantec,
- acquisition of all permits as necessary (environmental, cultural, ADOT ROW, private property, etc.), and
- completion of boring location staking by Stantec or SCE.

Once the fieldwork is complete, we anticipate 4 weeks for the laboratory testing to be completed. After which we anticipated 4 more weeks to develop the draft geotechnical report that includes SCE's geotechnical recommendations for review. After review comments are resolved for the draft geotechnical report, we anticipate 1 more week to finalize and submit the final geotechnical report.

E. DELIVERABLES

SCE deliverables will include a sealed PDF copy of the geotechnical report. The report will include all results and recommendations of the subsurface exploration program. The report will be submitted in PDF format to Stantec who will then print hard copies if necessary. A draft and final version of the report will be prepared and submitted.

F. COST PROPOSAL

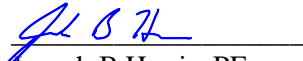
The costs for the scope of work and the assumptions noted above are estimated to be \$50,611.68. Detailed breakdown of labor effort for design is attached.

G. CLOSURE

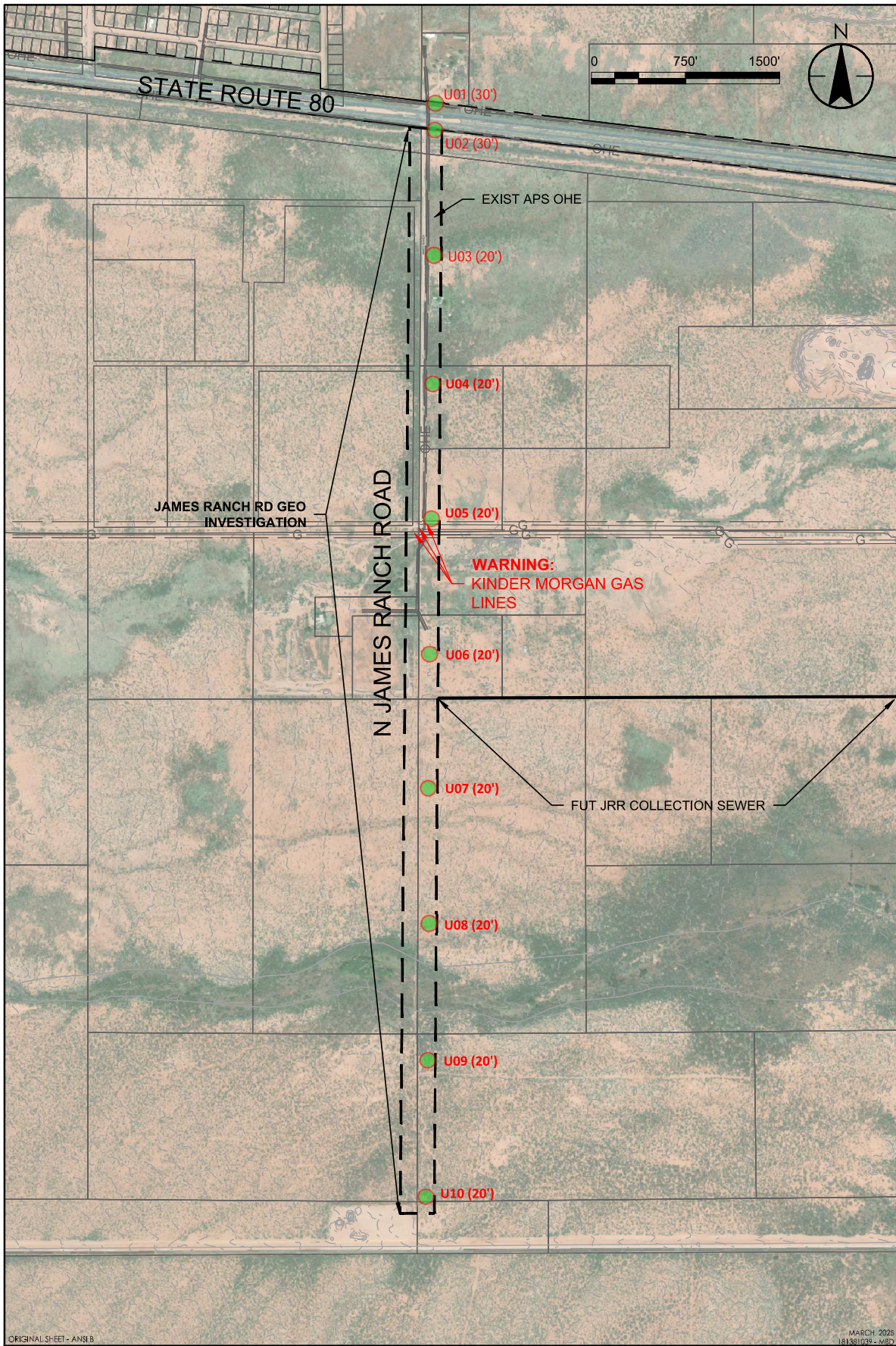
A detailed cost proposal has been provided herein. This is based on our understanding of the scope of work and assumptions.

Please contact the undersigned if you have any questions or comments or require any further information. We look forward to working with Stantec on this challenging project.

Sincerely,
SCE Engineering

A handwritten signature in blue ink, appearing to read "J B Harris", written over a horizontal line.

Joseph B Harris, PE
Principal, Lead Geotechnical Engineer



C:\Users\amplaza\Documents\Stantec Consulting\181301800\DOUGLAS_POE\Project Files\01_VIP\04_civil\Exhibit_Files\Geo_request\01 800C-Geo_Request_RR.dwg
2025/03/17 8:40 PM by: Plaza, Andrew



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

Client/Project
CITY OF DOUGLAS
WEST DOUGLAS UTILITIES EXPANSION - POE

Figure No.
1.0

Title
EXHIBIT 1 - JAMES RANCH RD GEO REQUEST

Cochise County and City of Douglas, Arizona
Commercial Port of Entry Water and Wastewater Infrastructure,
Pipeline Along James Ranch Road (Item 8)

Contract Type: LS

Date: 4/22/2025

Labor

Category	Labor Rate	Hours	Total Labor
Project Principal	\$208.76	13	\$2,713.88
Project Manager	\$187.44	16	\$2,999.04
Engineer	\$125.02	98	\$12,251.96
Designer	\$102.00	87	\$8,874.00
Clerical	\$107.42	10	\$1,074.20
Total Labor Cost		224	\$27,913.08


Direct Costs

Travel (Mileage) to Douglas, Arizona from Tucson, Arizona. 2 trips, at approximately 240 mile round trip each, at \$0.67 per mile	\$321.60
Lodging/Meals (3 days at \$168/day)	\$504.00
Permit Fees (No fee for ADOT)	\$0.00
Total Direct Cost	\$825.60

Subconsultants

Geomechanics Southwest, Inc. (Drilling)	\$16,235.00
Speedie and Associates, Inc. (Lab Testing)	\$5,638.00
Total Subconsultant Cost	\$21,873.00

Total Fee	\$50,611.68
-----------	-------------



Joseph B Harris, PE

Task Summary

Task	Task Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task	Cost by Task
	Total by Category	13	16	98	87	10	224	\$27,913.08
1	Project Administration	0	2	3	0	6	11	\$1,394.46
2	Field Reconnaissance	1	1	8	8	0	18	\$2,212.36
3	Data Collection	0	2	14	35	0	51	\$5,695.16
4	Data Reduction	1	3	16	20	0	40	\$4,811.40
5	Develop Recommendations	3	5	48	22	4	82	\$10,238.12
6	Project Coordination	0	1	9	2	0	12	\$1,516.62
7	QA/QC	8	2	0	0	0	10	\$2,044.96

Task Hours

Task 1	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Project Administration	0	2	3	0	6	11
Task 1.1	Administering Contract, invoicing, and filing.	0	2	3	0	6	11

Task 2	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Field Reconnaissance	1	1	8	8	0	18
Task 2.1	One site visit for two of SCE staff	1	1	8	8	0	18

Task 3	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Data Collection	0	2	14	35	0	51
Task 3.1	Perform 10 borings in support of pipeline design (2 days + 1 day to coordinate digging and access issues)	0	1	6	27	0	34
Task 3.2	Coordinate laboratory testing, deliver samples	0	1	3	3	0	7
Task 3.3	Develop the ADOT right-of-entry permit application	0	0	5	5	0	10

Task 4	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Data Reduction	1	3	16	20	0	40
Task 4.1	Evaluation of soil data	0	1	4	4	0	9
Task 4.2	Develop boring logs	1	2	12	16	0	31

Task 5	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Develop Recommendations	3	5	48	22	4	82
Task 5.1	Earthwork factors	1	1	8	2	0	12
Task 5.2	Suitability of existing soils for backfill purposes and bedding	1	1	12	8	0	22
Task 5.3	Develop draft geotechnical report	1	2	24	12	4	43
Task 5.4	Incorporate review comments and finalize the geotechnical report	0	1	4	0	0	5

Task 6	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Project Coordination	0	1	9	2	0	12
Task 6.1	Discussions with Stantec and subconsultants	0	1	6	2	0	9
Task 6.2	Attend 1 progress meeting via video conference or phone, 2-hour is assume plus 1 hour prep	0	0	3	0	0	3

Task 7	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	QA/QC	8	2	0	0	0	10
Task 7.1	Internal quality control/quality assurance (QC/QA)	8	2	0	0	0	10

Tasks 1 - 7 Totals	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	13	16	98	87	10	224

Lab Testing and Estimated Fees for Drilled Borings Investigations
(to be provided by Speedie and Associates, Inc.)

Test Description		ASTM	Unit Costs (\$)		Total Cost
1	Grain size analysis	C136, D 2217	70	20	\$ 1,400.00
2	Hydrometer	D 422	130	0	\$ -
3	Atterberg Limits (LL/PL)	D 4318	70	20	\$ 1,400.00
4	Water content	D 2216	12	5	\$ 60.00
5	pH	ADOT 236	42	4	\$ 168.00
6	Soluble sulfates	D 4542	80	4	\$ 320.00
7	Chlorides	D 4542	80	4	\$ 320.00
8	Minimum Resistivity	ADOT 236	100	4	\$ 400.00
9	Proctor (moisture-density) test	D 698	130	4	\$ 520.00
10	Loss of ignition (organic content)	D 2974	80	4	\$ 320.00
11	Swell/Settlement	D4546	120	4	\$ 480.00
12	Dry unit weight and water content	Measured Vol	25	10	\$ 250.00
					\$ 5,638.00



Geomechanics Southwest, Inc.

5839 S Belvedere Ave
Tucson, Arizona 85706
520-889-7787

AROC 079441 / ADWR 498

www.gsidrilling.com

Date: April 22, 2025
Proposal # 09325T

Joseph B. Harris, P.E.

SCE Engineering
510 E. 4th Street
Tucson, Arizona 85705
joseph@sce.engineering.com

RE: Geotech Services Request; Douglas POE Water & Wastewater Infrastructure Project (10.29.24)

SCOPE: Item #8

- Provide a CME-75HT track-mounted drill and 2-man crew.
- Drill will come equipped with 3-1/4"ID HSA and required support equipment.
- Auger / Sample the following to depth or refusal:
 - 3/30'
 - 8/20'
- Auger cuttings will be used to backfill each boring.
- GSI will mark out and call-in blue stake for drill locations.
- GSI assumes Shoulder Closure for Traffic Control Plan.

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization	1	EACH	2600.00	\$2,600.00
Auger / Sample	210	L.F.	43.50	\$9,135.00
Blue Stake	1	EACH	600.00	\$ 600.00
Support Equipment	2	DAYS	700.00	\$1,400.00
Crew Lodging & Subsistence (2-men)	2	DAYS	500.00	\$1,000.00
Traffic Control (Shoulder Closure)	1	DAY	1500.00	\$1,500.00
ESTIMATED TOTAL				\$ 16,235.00

We estimate a completion time of 2 days to complete.

We at Geomechanics Southwest Inc., appreciate the opportunity to provide you with an estimate. If you have any questions, please don't hesitate to call or email us. We look forward to hearing from you soon.

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Steve Bradshaw
Vice President

SLB/sb
Copies (1) addressee
SCE 042225 – Douglas POE Item 8



GSI Estimate Conditions & Assumptions – RE: Proposal # 09325T

- 1) Geomechanics Southwest, Inc., assumes no responsibility for the transportation, removal and/or disposal of auger cuttings, decontamination rinseate, well development fluids or expendable items known to be, or suspected of being contaminated as a result of the performance of drilling services associated with this project.
- ~~2) Geomechanics Southwest, Inc., assumes no responsibility for any damages to underground structures, pipelines or utility services incurred as a result of the performance of drilling services associated with this project. Client will call in blue stake and list GSI as an additional contractor to each ticket.~~
- 3) In the event that any downhole tooling & sampling equipment is lost due to adverse subsurface conditions, GSI reserves the right to charge client for the replacement of the equipment at current replacement cost.
- 4) In the event that drilling depths and sampling intervals are changed or increased, GSI reserves the right to charge for this.
- 5) Project is **not** subject to any Davis Bacon/Prevailing Wage/Certified Payroll labor laws.
- 6) Any and all Local, State & Federal Permits are the responsibility of others.
- 7) If subsurface conditions require the use of a different drilling methodology to obtain target depth other than listed above in scope of work, GSI reserves the right to renegotiate price.
- 8) Client agrees to pay GSI within **ninety (90) days** of invoice billed date unless otherwise agreed in advance. Client agrees to pay any and all court fees, attorney fees and late fees associated with trying to collect past due amounts.
- 9) This estimate is valid for **thirty (30) days**.
- 10) GSI will charge a 25% restocking fee on any materials purchased for a project that is changed, cancelled or otherwise delayed. Additional materials will be delivered at \$225.00 per hour (portal to portal).
- 11) Any estimated (est.) line item in proposal is exactly that, an estimate. Actual time and daily effort will be charged.

Acceptance of all outlined pricing, terms & conditions:

Company Name:_____.

Authorized Representative:_____.

Signature:_____.

Date:

APPENDIX F: FEE SPREADSHEET





FEE ESTIMATE - City of Douglas WDUE - James Ranch Road

	Principal	Project Manager	Senior AE	Prof Level IV	Prof Level III	Designer	Prof Level II	Expenses	SC&E Geotechnical
Project Billing Rate (T&M)	\$296.00	\$193.00	\$233.00	\$218.00	\$185.00	\$142.00	\$116.00	\$1.00	\$1.00
Total Units (T&M)	116	425	115	60	2,437	406	100	12,700	50,611.68
Fee (T&M)	\$34,336.00	\$82,025.00	\$26,795.00	\$13,080.00	\$450,845.00	\$57,652.00	\$11,600.00	\$12,700.00	\$50,611.68

Task Code	Task Name	Units								
101	Project Administration and Coordination									
101.100	Project Management	10	4	0		96		100		
101.150	Design Meetings	31	45	2		95	8			
101.200	Utility Coordior Planning Services	24	48	4		60	60			
201	Subconsultant Services									
201.100	Geotechnical Investigation									50,611.68
302	Pipeline Drawings and Specs									
302.100	Civil	4	156	28		1,256	270			
302.2	SR 80 Highway Crossing		4	68		84				
303	OPCC									
303.100	OPCC	3	5	5	60	8				
304	Permit Coordination									
304.100	Permit Coordination	4	16			120				
401	Construction Management									
401.100	Bidding Assistance	20	20	2		40				
401.200	Construction Monitoring	8	67			558				
401.300	Submittals, Shop Drawings, & RFIs	4	40	6		64	48			
401.400	Contractor Change Orders/Contract Change Directives	6				16				
401.500	Record Drawings	2	20			40	20			
901	Reimbursable Expenses									
901.100	Printing								1,500	
901.200	Travel								11,200	

Project Summary	Hours	Labour	Expense	Subs	Total
Time & Material	3,659.00	\$676,333.00	\$12,700.00	\$50,611.68	\$739,644.68

**APPENDIX G: CITY OF TUCSON CONTRACT AND RATE
AMENDMENT**





DEPARTMENT OF BUSINESS SERVICES
SHARED SERVICES PROCUREMENT DIVISION

REGINA ROMERO – MAYOR

CITY COUNCIL

LANE SANTA CRUZ
KAREN UHLICH
RICHARD FIMBRES

PAUL CUNNINGHAM
NIKKI LEE
STEVE KOZACHIK

CONTRACT No. 212603-05

**ON-CALL ENGINEERING SERVICES FOR NEW AND REPLACEMENT OF DISTRIBUTION
AND TRANSMISSION MAINS**

**STANTEC CONSULTING SERVICES, INC.
5151 E BROADWAY BLVD, SUITE 400
TUCSON, AZ 85711**

PHONE: 520.545.7411

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- II. Scope of Work
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- Appendix C** INSURANCE

I. INTRODUCTION

The City of Tucson, Tucson Water Distribution Design Section requires the professional services of an engineering consultant/ firm to provide professional services of engineering consulting firms to provide contract specifications, construction plans, and construction cost estimates for new and replacement of distribution and transmission mains. Contract specifications, construction plans, and construction cost estimates may include pipe corridor route study, pipe material selection consideration, hydraulic analysis for pipe diameter sizing, short main replacement, meter relocation with private plumbing, easement/temporary construction easement coordination, utility conflict review coordination efforts, field survey and post design construction efforts. Individual project limit to not exceed five hundred thousand dollars (\$500,000), however each project limit will be based on the project scope of work and needs for Tucson Water. Individual project will determine scope of work and budget to meet the need for Tucson Water to accommodate wide variety of needs for Tucson Water and will be determined by the individual project manager.

II. SCOPE OF WORK

Distribution Design Section requires the professional services of an engineering consultant / firm to provide for various needs to execute Capital Improvement Program (CIP) projects. Requested services may require the following: pre-engineering design services & route alignment evaluation reports, field survey, preparation of base drawings/maps, construction drawing document preparation, opinion of probable construction cost, specifications, utility & permits coordination, procurement & bid phase service, post-design services and necessary coordination and management of sub-consultant to provide a successful completion of projects.

The professional engineering services rendered under this contract shall be characteristic of past Tucson Water Distribution Section projects for Neighborhood Main Replacement projects, New Distribution & Transmission main installation projects, Short-main replacement projects, Modifications projects, pre-engineering design service to identify long-term planning and route alignment evaluation reports.

Individual projects will identify detailed level of planned engineering services and may or may not be inclusive of information identified above.

III. SPECIAL TERMS AND CONDITIONS

1. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.mesaaz.gov/home/showdocument?id=23638> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. **INSURANCE:**

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000

III. Workers' Compensation (applicable to the State of Arizona)* ¹	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
IV. Professional Liability – Technology Errors & Omissions - In addition to I, II, III	
Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

*¹ Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

3. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

4. **RATE ADJUSTMENT:** The City will review fully documented requests for rate adjustments after any Contract has been in effect for one (1) year and for each additional one (1) year period thereafter (for multi-year terms), which will be a factor in the renewal review process. The City will determine whether the requested rate adjustment, or an alternate option, is in the best interest of the City. Any rate adjustment will be effective upon the effective date of the Contract renewal or, in the case of a mid-term adjustment, upon execution of the amendment.

5. **KEY PERSONNEL:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions.

The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to and subsequent concurrence by the City.

If key personnel are not available for work under this Contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

6. **PROJECT AWARD:** If multiple awards are made, the City may request proposals from multiple firms for individual projects under this contract prior to issuance of Notice to Proceed. Individual Projects under this contract shall be awarded in any way deemed to be in the best interest of the City. The City shall not reimburse consultants for the cost of proposal preparation. Each proposal shall be submitted as a firm fixed not-to-be exceeded price for each project. Project proposal shall be based on approved hourly rates and will be negotiated and approved by the City Project Manager or designee prior to issuance of Notice to Proceed. The consultant shall not begin any work prior to receipt of Notice to Proceed. The City reserves the right to award Individual Projects under this contract in any way deemed to be in the best interest of the City.

7. **ADVICE AND CONSULTATION:** The Consultant shall be available to the City for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.

8. **TIME RECORDS:** The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The City shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the City to be incomplete or erroneous.

9. **OTHER CONTRACTS:** The City may, as its sole option, enter into Contracts for additional work related to this project. The Consultant shall fully cooperate with other contractors and consultants and with City employees to accommodate such other work. The Consultant shall not commit or permit any act that interferes with the performance of such work by other contractors.

- 10. COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the City shall pay the Consultant in accordance with the negotiated contract rates, and the Consultant shall charge the City only in accordance with those same rates.

The City will pay the Consultant following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized City representative confirming the services for which payment is requested.

- 11. INVOICING:** The City will pay the Contractor following the submission of an itemized invoice(s) on the prescribed form as provided by the Contract Representative. The invoice shall be submitted monthly based upon work completed and direct costs incurred.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

Invoices shall be submitted to the City's Project Manager within 30 calendar days of the end of the month for all actual work completed for the billing period performed during the preceding month. The invoice to the City shall include invoices for sub-consultants for the same billing period included by the Contractor. The invoices shall be accompanied by any required labor and reporting forms.

- 12. SBE PROGRAM REQUIREMENTS:** The SBE participation goal for this project will be evaluated during the negotiation phase prior to award.

Program requirements are codified in Chapter 28, Article XIII of the Tucson Procurement Code. The Prime Consultant shall submit to the Department of Procurement, Business Enterprise & Compliance Program, either a completed statement of proposed SBE Participation Plan or an Affidavit of Good Faith Efforts indicating whether the request is for a full or partial waiver.

The SBE Plan must include:

1. The name of the SBE subcontractors/suppliers;
2. The type and scope of work or service each SBE will perform;
3. The dollar value of each SBE's subcontract;
4. The dollar value of the prime contractor's self-performed work if claiming SBE credit;
5. The total dollar value of SBE work performed and percentage of the contract value;
6. If the contract goal is not met, evidence of good faith efforts.

An approved plan or waiver request must be in place prior to issuance of Notice To Proceed (NTP).

A signed offer in response to this RFQ represents the offerors intent to comply with the SBE program.

See **APPENDIX A – SBE Program Provisions for Professional Services**

IV. STANDARD TERMS AND CONDITIONS

- 1. ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
- 2. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 3. APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

4. **ARBITRATION:** It is understood and agreed that no provision of the Contract relating to arbitration or requiring arbitration shall apply to or be binding upon the City except by the City's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONFLICT OF INTEREST:** Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
11. **CONTRACT MODIFICATIONS:** No work outside of the contracted scope of work shall begin without an executed Contract Amendment and a written Notice to Proceed. Contractor shall notify COT immediately when projected hours for individuals under contract are within no less than 20% of exceeding the proposed hours. All direction regarding tasks, deliverables and level of effort shall originate with the designated City Project Manager/Contract Representative or the Department of Procurement. No direction shall be taken from, nor shall any work commence with direction from, any other party.
12. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

- 13. CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 14. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 15. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 16. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 17. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

- 18. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 19. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson and Regional Transportation Authority (RTA), its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the City. If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the City, the Consultant shall indemnify the City from and shall pay any assessed tax penalty.
- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.
- The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.
- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.
- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
- 24. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.
- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

27. NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

28. OVERCHARGES BY ANTITRUST VIOLATIONS: The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

29. PATENT INFRINGEMENT: The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with noninfringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify it so it becomes noninfringing.

If appropriate, the Consultant shall furnish the City Contract Representative satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes, as the case may be.

30. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

32. PROVISIONS REQUIRED BY LAW: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.

- 33. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

Consultant shall maintain all pertinent files, records, and documents which relate to the delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

- 34. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

- 35. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

- 36. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

- 37. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the valid provision or application.

- 38. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

- 39. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

- 40. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. SUSPENSION OF WORK:

- A. The City may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City.
- B. The Consultant agrees that no charges or claims for damages shall be made against the City for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the City of any of the rights herein.

42. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

43. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

44. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701-1303
P.O. BOX 27210, TUCSON, AZ 85726-7210

CONTRACT NO. 212603-05
Page 14 of 15
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA
PH: (520) 837-6685 FAX: (520) 791-4735
ANDREW.KLOS@TUCSONAZ.GOV

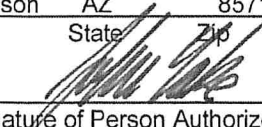
OFFER TO THE CITY OF TUCSON:

The Consultant hereby offers to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specifications, scope of work, amendments, offers and subsequent negotiations, as accepted by the City.

Stantec Consulting Services, Inc.
Company Name

5151 E Broadway Blvd, Suite 400
Address

Tucson AZ 85711
City State Zip


Signature of Person Authorized to Sign

John Talle, PE
Printed Name

Executive VP, Water
Title

john.talle@stantec.com
Email Address

ACCEPTANCE OF OFFER:

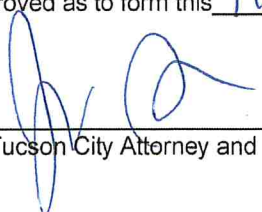
The Offer is hereby accepted.

The Consultant is now bound to provide the services listed in the attached contract and based upon the Request for Qualifications, including all terms, conditions, specification, scope of work, amendments, the Consultants Offer and subsequent negotiations, as accepted by the City.

This contract shall henceforth be referred to as Contract No. 212603-05. The Consultant has been cautioned not to commence any billable work or to provide any material or service under this contract until Consultant receives a purchase order, or is otherwise directed to do so in writing by the undersigned.

CITY OF TUCSON, a municipal corporation

Approved as to form this 17th day of May, 2021.


As Tucson City Attorney and not personally

Awarded this 15th day of May, 2021.

Nathan Daon
As Director of Business Services and not personally

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701-1303
P.O. BOX 27210, TUCSON, AZ 85726-7210

CONTRACT NO. 212603-05
Page 15 of 15
SENIOR CONTRACT OFFICER: ANDREW KLOS, MBA
PH: (520) 837-6685 FAX: (520) 791-4735
ANDREW.KLOS@TUCSONAZ.GOV

V. CONTRACT APPENDICES:

Appendix A SBE PROGRAM PROVISIONS

Appendix B FEE ESTIMATE SUMMARY

Appendix C INSURANCE

212603-05

**ON-CALL ENGINEERING SERVICES FOR NEW AND REPLACEMENT
OF DISTRIBUTION AND TRANSMISSION MAINS**

APPENDIX A

SBE PROVISIONS

**BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM (BECP)
SBE PROGRAM PROVISIONS**

PROJECT GOAL

The City of Tucson's Small Business Enterprise Participation goal for this project is as follows:

% SBE – Provided by BECP

In consideration of the SBE goal on this project, the City identified the following trade areas as potential subcontracting opportunities to meet the goal, however, the Contractor may elect to meet the goal utilizing any subcontracting opportunity they deem appropriate.

List trade categories – Provided by BECP

I. SMALL BUSINESS ENTERPRISE REQUIREMENTS

A. DEFINITIONS

Bidder - A firm who submits a bid or quote on an individual project which conforms in all material respects to the requirements set forth in the solicitation, including compliance with any SBE participation requirements.

Certified Small Business Enterprise (SBE) – A local small business that is an independent and continuing enterprise for profit, performing a Commercially Useful Function, that has completed the application process for certification, and has met the requirements set forth in Title 49, Code of Federal Regulations, (49 CFR Part 26).

Commercially Useful Function - Is defined as the performance of real and actual services in the discharge of any contractual endeavor. An SBE subcontractor is performing a commercially useful function when it is responsible for execution of a distinct element of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved.

Contractor - The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Eligible Contract - Any construction, construction services or professional design services contract undertaken by the City, unless otherwise precluded by law, *provided* the estimate for construction meets or exceeds one hundred thousand dollars (\$100,000). An Eligible Contract does not include any project in which the estimated contract value is below one hundred thousand dollars (\$100,000); contracts which require a disadvantaged business enterprise goal pursuant to federal law; contracts awarded under sections 28-21 (sole source procurement), 28-22 (emergency procurement) or 28-23 (special procurement) of the Tucson Procurement Code.

Joint Venture – An association of two (2) or more persons, partnerships, corporations, business enterprises, or any combination of these entities established to form a single business enterprise but limited in scope and duration for the purpose of carrying out a business activity. The agreement establishing the Joint Venture shall be in writing. The SBE partner(s) must be responsible for a clearly defined portion of the work performed which is set forth in detail and separately from the work to be performed by the non-SBE partner and is assigned a commercially reasonable dollar value. Furthermore, the SBE's interest shall be based on sharing real economic interest in the venture, include proportionate control over management, and interest in

capital acquired by the Joint Venture and interest in earnings. Only the portion of work, supplies, and/or services attributed to the SBE, as a member of the Joint Venture, may be counted towards relevant SBE participation goals.

Small Business Enterprise (SBE) – A Minority, woman or non-Minority Owned business that meets the North American Industry Classification System (NAIC) size standard adopted by the City for the purposes of qualifying for SBE certification.

Subcontractor and Subconsultant – A person or entity that contracts to perform work or render service to a Contractor or to another Subcontractor as part of a contract with the City.

B. APPLICABILITY

The SBE program and policies are codified in Chapter 28, Article XIII of the Tucson Procurement Code. It is the responsibility of all contractors, subcontractors, vendors, suppliers and others who are interested in contracting with the City of Tucson to read and become familiar with this section of the City Code.

Only firms that are certified by the City of Tucson under Chapter 28, Article XIII of the Tucson Procurement Code, *at the time of bid opening*, are eligible to fulfill SBE goals for City of Tucson projects.

In addition to subcontractors, the Prime Contractor may use their own participation towards fulfillment of the SBE participation goal if they are certified through the City of Tucson SBE program.

SBE Firms can be found by clicking on the “Search Registered Directory” button at <https://tucsonaz.diversitycompliance.com>. If the name of an SBE firm does not appear in the directory, it shall be the bidder’s responsibility to ascertain the certification status of the SBE and determine the eligibility of the firm to meet the established goal. For any questions regarding the SBE Program and requirements, please call (520) 837-4000 or email at ContractorCompliance@tucsonaz.gov for assistance.

C. SBE PARTICIPATION

An SBE may participate as a prime contractor, subcontractor, second-tier subcontractor, joint venture partner with either a prime contractor or a subcontractor, or as a vendor of materials or supplies. An SBE shall be responsible for a clearly defined portion of the work to be performed.

D. SBE GOALS

To satisfy SBE goals, a certified SBE must perform a commercially useful function, i.e., must be responsible for a clearly defined portion of the work and must carry out its responsibility by actually performing, managing and supervising the work. Bidders may meet the SBE project goals through the following methods:

Prime Contractor Participation – SBE prime contractors may use their own participation towards fulfillment of the SBE participation goals.

Subcontractor Participation - The bidder may utilize one or more certified SBE subcontractors to satisfy its SBE participation commitment and may claim the value of the commercially useful function to be performed by such subcontractor(s) to obtain credit toward the satisfaction of the applicable goal.

1. Bidders who utilize certified SBE firms whose participation are included in Force Account items, Allowances or in a Cost Reimbursement type contract, shall establish a signed contract value with the SBE firm and may only take credit for the dollar value of that contract towards satisfying its SBE commitment in their proposed SBE plan. The dollar value must be a specific amount

based on anticipated work calculated by the subcontractor and is not reliant on any estimated values that may be listed in the bid schedule and cannot be specified as a range.

2. If a certified SBE subcontractor enters into second tier subcontracts consistent with the standard industry practices, such SBE subcontractor is performing a commercially useful function. If an SBE subcontractor subcontracts a significantly greater portion of its work to a non-SBE than would be expected by standard industry practices, it shall be presumed that the SBE is not performing a commercially useful function. Therefore, bidders are required to identify and report the use of any second tier subcontractors on the project.
3. Credit will be given when a SBE subcontracts part of the work of its contract to another firm only if the SBE's subcontractor is itself a SBE.

Supplier Participation - The bidder may contract with one or more certified SBE suppliers, provided that the supplier is a regular dealer of the materials supplied, to obtain credit toward SBE goals. The value of the commercially useful function to be performed by such SBE's and credited toward satisfaction of the applicable SBE goals is as follows:

1. If an SBE supplier manufactures the goods supplied, one hundred percent (100%) of the contract amount is credited towards the applicable SBE participation goal.
2. If an SBE supplier is a wholesaler warehousing the goods supplied or is a manufacturer's representative, the total contract amount is credited toward the established SBE goal; however, only twenty-five percent (25%) of the total SBE project goal may be met in this manner.
3. If an extraordinarily large proportion of a contract price is for equipment or supplies, a lower project goal may be set than otherwise would be required, or the twenty-five percent (25%) limit for suppliers may be increased, or a combination of these two methods may be utilized.

Joint Venture - Where a bidder engages in a joint venture to satisfy its SBE commitment, the SBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying the requirements of ownership and control. The SBE joint venture partner must submit information for determining joint venture eligibility. ***The SBE joint venture must be approved as a SBE joint venture prior to bid opening.*** The Department of Procurement, Business Enterprise & Compliance Program shall determine the degree of SBE participation resulting from the joint venture which may be credited toward the applicable SBE goal of the project.

II. BID OPENING PROCEDURES

A. SUBMISSION OF THE SUBCONTRACTORS LIST AND SBE PLAN

In accordance with the Tucson Procurement Code Sections 28-48(2) and 28-150(4), all bidders must submit the City's Subcontractors List and the Proposed SBE Plan and the Affidavit of Good Faith Efforts, if applicable, with their bid. Bidders must list (1) **all** SBE subcontractors regardless of contract value and; (2) all first tier subcontractors with a contract value at or above \$5,000.

The Subcontractors List and Proposed SBE Plan must include:

1. SBE Firms
 - a. The name of the SBE firm
 - b. The trade/industry (scope of work) of the SBE subcontractors/suppliers
 - c. The dollar value of SBE's subcontract
 - d. Include the prime contractor as an SBE, if applicable
 - i. The dollar value of the prime contractor's self-performed work if claiming SBE credit

- e. The total dollar value of SBE work performed and percentage of contract value
 - f. If the contract goal is not met, evidence of good faith efforts.
2. First Tier Subcontractors with contract value at and above \$5,000
 - a. The name of the Subcontractor
 - b. The trade/industry (scope of work) the subcontractor will perform on the project

B. REVIEW OF SBE PLANS

The Procurement Director may determine that the bidder is nonresponsive where the bidder: (1) failed to provide a completed Subcontractors List and a Statement of Proposed SBE Plan form; (2) failed to identify SBEs by name, the scope of work and value of work as a percent of the total bid sufficient to meet the applicable SBE goal for that project; (3) failed to achieve the dollar value of credible participation by certified SBEs necessary to meet the project goals; or (4) failed to meet the requirements for a waiver of the SBE goal.

C. PRIME CONTRACTOR REPORTING OF SUBCONTRACTOR UTILIZATION

Prior to commencement of work, the Contractor is required to identify all subcontractors proposed to perform work on the project utilizing the City of Tucson's Contract Compliance Reporting System. Prior to contract closeout, Prime Contractor shall provide subcontractors performance ratings in accordance with Paragraph **IV. Miscellaneous Provisions; C. Contractor Performance Evaluation**, below.

III. GOOD FAITH EFFORT

If the SBE plan does not meet the project goals, the bidder may seek a good faith effort waiver. The application for a waiver shall be in writing and **must be completed and submitted with the bid documents**. The request must indicate whether a complete or partial waiver is sought. If a partial waiver is being sought, the scope of such waiver must be indicated and an SBE plan must also be submitted. The bidder must provide documented evidence including a narrative statement with supporting affidavits and/or exhibits verifying the good faith efforts to meet the goals. Evidence of the good faith efforts shall include, but is not limited to the following:

- a. Documentation of communication with the Department of Procurement seeking technical/professional assistance identifying available SBE's.
- b. Copies of written notification to Certified SBE's regarding subcontracting opportunities on a project.
- c. Documentation of efforts made to select portions of work for SBE subcontracting in order to increase the likelihood of meeting the SBE goals, including where appropriate breaking down subcontracts into economically feasible units in order to facilitate SBE participation.
- d. Documentation of efforts to assist and negotiate with SBE's for specific sub-proposals and reasons for rejection of any such offer, including the names, addresses, and telephone numbers of SBE's who were contacted and reason for the rejection.
- e. As to each SBE contacted which was considered not to be qualified, a written statement of the reasons for the conclusion.
- f. Written quotes or records of verbal quotes solicited from all SBE's seeking subcontract work with bidders at the time of the proposal submittal.
- g. Verification that the offeror rejected available SBE's because they submitted proposals which were unreasonably high, or they were not qualified. Such verification shall include a statement of the amounts of all proposals received from potential Subcontractors and all relevant dates.

The City's Procurement Director shall review the waiver and approve the waiver where the bidder has demonstrated good faith efforts or deem the bidder nonresponsive where they failed to meet the good faith efforts and the bid shall be rejected.

Right to Appeal Good Faith Effort Waiver or Plan Decision An aggrieved party has a right to protest a good faith waiver request or plan decision made by the Procurement Director as follows:

1. An aggrieved party may submit a protest in writing to the Procurement Director within five (5) days from the date of notice of the adverse decision notice. The protest must include the legal and factual basis for the protest along with any supporting documents.
2. Within five (5) days of receipt of the protest, the Procurement Director shall review the protest and all relevant supporting documents and render a decision notice in writing which includes the basis for the decision.
3. The decision of the Director is final and not appealable.

General Waiver or Reduction of SBE Goals The Procurement Director may waive or reduce the project goals if it is determined that the SBE availability is less than projected. In such circumstances, the Procurement Director shall certify that SBE's are not in fact available or that the amount of work, which occurred under the contract, was insufficient to support the established goals.

The City may waive a project goal, at least in part, if the bidder requesting a waiver receives from all qualified SBE's, in one trade or industry, quotes or proposal that exceeds the lowest quote or proposal of a qualified non-SBE competing for the same work by the lesser of fifteen percent (15%) or two hundred and fifty thousand dollars (\$250,000). In such circumstances, the Procurement Director shall certify that SBE's are not ready, willing and able to provide the needed labor and materials at competitive prices.

A bidder may not compare self-performed costs against an SBE subcontractor proposal as justification for the rejection of a proposal.

The Procurement Director may verify and / or clarify information as it relates to the affidavit of good faith efforts, and / or the bidders' subcontractors list and statement of proposed SBE plan.

IV. MISCELLANEOUS PROVISIONS

A. SUBCONTRACTOR PERFORMANCE & SUBSTITUTION REQUESTS:

The contractor's distinct contract items of work to be awarded to SBE's shall be performed by the designated SBE. The SBE must perform a commercially useful function, that is, the SBE must manage, perform, and supervise a distinct element of work.

All subcontractor modifications (addition, substitution, deletion) pursuant to the Tucson Procurement Code Section 28-48(2), may only be allowed at the sole discretion of the Procurement Director. Approval must be obtained prior to the subcontractor beginning the work.

In the event that an SBE is unable or unwilling to fulfill its agreement with the contractor, the contractor shall immediately notify the Procurement Department's Business Enterprise & Compliance Program, the Contract Officer and the Project Manager. The SBE firm can only be terminated for good cause. The contractor shall immediately take reasonable good faith efforts to obtain another certified SBE firm to perform an equal or greater dollar value of the work. The contractor shall provide all pertinent information regarding the SBE substitution request including but not limited to:

1. The name of the original SBE firm, the description of work, the dollar value, the reason for the substitution request and a statement from the original SBE firm explaining why they can't perform the work.;
2. The name of the proposed substitute SBE's, description of proposed work and estimated dollar value of the work and any relevant information such as a written quote, etc.

SBE contract work items shall not be performed by the contractor in lieu of subcontracting, without obtaining prior approval as outlined above.

Contract items eliminated from the project, with the approval of the Project Manager, may not reduce the contractor's obligation for SBE participation.

B. SBE PROGRAM COMPLIANCE

The contractor and all SBE subcontractors must comply with all aspects of the SBE Program. By submitting a bid to the City of Tucson; bidders bind themselves to make every good faith effort to meet the City's SBE goal. The contractor must also include a copy of the SBE contract provisions in every subcontract. An executed subcontract with all SBE subcontractors shall be completed prior to commencement of work, and available to the City of Tucson.

Failure by the contractor to comply with the SBE provisions is a material breach of the contract which may result in remedies as deemed appropriate by the City, including but not limited to the following:

- (1) Withholding monthly progress or final payments;
- (2) Withholding 10% of future payments;
- (3) Contract termination;
- (4) Disqualifying the contractor from future bidding as non-responsible.

The contractor must comply with applicable Prompt Payment regulations, Tucson Code Section 11-38 and Arizona Revised Statutes Title 32-1183. The City of Tucson may withhold payment from the prime contractor for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

The prime contractors must provide notice to all subcontractors that complaints of violations of the prompt payment provision may be submitted in writing to the City of Tucson, Procurement Operations, Business Enterprise & Compliance Program, 255 W. Alameda, 8th floor Tucson, Arizona 85701 – PO Box 27210, Tucson, Arizona 85726. The complaint shall set forth the facts and identify the prime contractor and the construction project. Subcontractors will be assisted by the Department of Procurement, Business Enterprise & Compliance Program with the complaint process as detailed in the City of Tucson Ordinance No. 9158 comprised of Chapter 28, Tucson Procurement Code Section 28-101, Tucson Code Chapter 11-38 and Tucson Code, Chapter 8-2.2.

C. CONTRACTOR PERFORMANCE EVALUATION

At the conclusion of every City of Tucson construction project, the prime contractor is required to provide subcontractors performance ratings. Reporting will include a section to rate the performance of **all** project subcontractors from 1 – 5, based on industry standards. A score of 3 is considered average. A score of 4 or 5 is considered above average. A score of 1 or 2 is considered as poor performance. A rating of 1 or 2 of a subcontractor will require the prime contractor to complete a Substandard Performance Report documenting the cause for the substandard performance rating. The City of Tucson Project Manager must concur with all poor performance ratings.



**BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
SUBCONTRACTORS LIST AND STATEMENT OF PROPOSED SBE PLAN**

Solicitation/Contract No. _____ Project Name: _____

Enter your SBE subcontractors for this project in the following table per submission requirements contained in the applicable Tucson Procurement Code Section 28-150(4), 28-150(5) or 28-151.1(3). Any addition, deletion or substitution to the listed SBE subcontractors requires approval from and is at the sole discretion of the Procurement Director.

ALL PROPOSED SBE FIRMS		
Subcontractor's Name	Trade/Industry	Dollar Value of Contract

Enter your committed subcontractors for this project in the following table per submission requirements contained in Tucson Procurement Code Section 28-48(2). Any addition, deletion or substitution to the listed subcontractors requires approval from and is at the discretion of the Procurement Director.

FIRST TIER SUBCONTRACTORS WITH CONTRACTS VALUED AT AND ABOVE \$5,000		
Subcontractor's Name	Trade/Industry	Dollar Value of Contract

Bidder's Base Bid Amount \$ _____

Total Claimed SBE Participation \$ _____ %

I hereby certify by signing below that the foregoing SBE firms shall be contracted to work on the trades identified above and/or supply material and/or equipment for this project. The information shown above is a true reflection of the proposed subcontracts expressed as a percentage of the base bid.

Company Name: _____

Signature: _____

Phone No. _____

Date: _____

Name & Title: _____



**BUSINESS SERVICES DEPARTMENT
BUSINESS ENTERPRISE & COMPLIANCE PROGRAM
AFFIDAVIT OF GOOD FAITH EFFORTS**

SOLICITATION/CONTRACT NO: _____ PROJECT _____

NAME: _____

COMPANY NAME: _____

CONTACT NAME: _____ PHONE NUMBER: _____ FAX NUMBER: _____

WHERE A BIDDER FAILS TO EXERCISE “GOOD FAITH” EFFORTS TO MEET SBE GOALS, AS REQUIRED BY THE CITY OF TUCSON, THE BIDDER WILL BE DEEMED NONRESPONSIVE.

The intent of this certification is to document the good faith efforts implemented by the apparent low bidder in soliciting and utilizing SBE firms to meet the City of Tucson’s SBE goal. This certificate will assist the City of Tucson’s Department of Procurement, Business Enterprise & Compliance Program in determining whether the apparent low bidder has implemented comprehensive good faith efforts. The burden of proof rests with the bidder.

1. Is a partial or complete waiver being sought? Please explain. Note: If a partial waiver is being sought the scope of such waiver must be indicated and a SBE Plan must also be submitted.

2. Provide a brief summary of why the SBE goal on this project has not been met. Attach supporting documentation.

3. Which portions of the contract proposal, in terms of the nature of the work, were selected to be subcontracted to SBE firms? Attach supporting documentation (e.g. memo, proposal, project breakdown, etc.).

4. Which portion of the contract proposal, in terms of suppliers was identified for SBE firms? Attach supporting documentation (e.g. memo, proposal, project material breakdown etc.).

5. Which SBE firms were solicited in writing for subcontract or supplier quotes/bids? Also, in the appropriate space identify when the firms received subsequent telephone solicitations. Attach supporting documentation (e.g. copy of written solicitation to SBE firms, along with copies of telephone logs documenting follow-up communications, etc.).

Name of Company Contacted	Contact Person	Dates of Contact		Telephone #	

6. Was the City of Tucson’s Department of Procurement, Business Enterprise & Compliance Program technical or professional staff contacted for assistance? (Note that it is the policy of the Department of Procurement to offer technical support to respondents to ensure that all avenues have been exhausted in meeting the SBE goal.) Attach necessary documentation.

Yes _____ No _____ Date of Contact _____ Contact Person _____

7. Describe any efforts undertaken to provide SBE firms with information about the project plans, specifications and requirements of the contract.

8. Describe any additional efforts undertaken to assist SBE firms (e.g. bonding assistance, lines of credit, etc.).

9. Indicate which SBE firms submitted quotes on the contract proposal and provide a brief explanation of the reasons why these quotes were rejected. If price was a factor provide documentation to show quotes received from non-certified firms.

Name of SBE Firm	Explanation for Rejecting Quotes

10. Were any bids from SBE Subcontractors that were no more than 15% or \$250,000 greater than the accepted Non-SBE Subcontractor rejected? If so, describe in detail

11. Describe in detail any supplemental items or efforts which you wish to have the department consider as part of your Good Faith Effort. Attach additional documentation or sheets for this item.



Business Enterprise and Compliance Program (BECP)
Subcontractor Modification Form

The modification of **any** subcontractor after contract award requires prior approval by the
Business Services Director

TYPE OF REQUEST _____ADDITION _____REMOVAL _____REPLACEMENT
 _____INCREASE _____REDUCTION

ARE ANY SBE / DBE FIRMS AFFECTED? ____ YES ____ NO If yes, please explain: _____

Contract # _____ Contract Name: _____

Prime Contractor: _____ Contact Name: _____

Email: _____ Phone: _____

	CURRENT SUBCONTRACTOR	PROPOSED SUBCONTRACTOR
SUBCONTRACTOR NAME		
SUBCONTRACT VALUE		
CONTACT NAME		
EMAIL		
PHONE		
ADDRESS		
DUNS		

SBE / DBE ?	SBE / DBE (circle one, if applicable)	SBE / DBE (circle one, if applicable)
SIGNATURE	By signing below, the Current Subcontractor indicates their understanding of, and agreement with, this modification and the explanation provided by the Prime Contractor in the "Reason for Request" field on this form:	
	Signature of Current Subcontractor (required)	

REASON FOR REQUEST: (Note: Prime Contractor must explain why the subcontractor that was identified in the Prime Contractor's bid is now being modified. Reason must demonstrate that this modification does not violate City of Tucson Ordinance 9158 as well as Section 28-48(2), Section 28-150(6)(5), Section 28-151.4(1), and Section 28-151.4(2) of the Tucson Procurement Code. The City seeks to ensure that this request is not being made as a result of "**bid shopping**" on the part of the Prime Contractor.)

_____ (attach supporting documentation as necessary)

Signature of Prime Contractor: _____ Date: _____

*****COT Use Only*****

APPROVAL

BUSINESS ENTERPRISE _____ DATE _____

BUSINESS SERVICES DIRECTOR _____ DATE _____

212603-05

**ON-CALL ENGINEERING SERVICES FOR NEW AND REPLACEMENT
OF DISTRIBUTION AND TRANSMISSION MAINS**

APPENDIX B

FEE ESTIMATE SUMMARY

FEE ESTIMATE SUMMARY

DATE: February 17, 2021

PROJECT: **On Call Engineering Services for New and Replacement Distribution and Transmission Mains**

PREPARED BY: Whitney McReynolds/Kiersten Wangsvick CONTRACT NUMBER **212603**

EFFECTIVE DATE February 17, 2021 PRIME CONTRACTOR Stantec

CONTRACT TIME One Year CONTRACT TYPE TMU per Task Order

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>154.798</u> %	Profit <u>10</u> %	Billing Rate
1	Stantec	Principal	\$102.07	\$158.00	\$26.01	\$286.08
2	Stantec	Project Manager	\$64.97	\$100.57	\$16.55	\$182.10
3	Stantec	Senior A/E	\$76.71	\$118.74	\$19.55	\$215.00
4	Stantec	A/E	\$58.22	\$90.13	\$14.83	\$163.18
5	Stantec	Designer	\$47.27	\$73.18	\$12.05	\$132.50
6	Stantec	CADD	\$34.78	\$53.83	\$8.86	\$97.47
7	Stantec	Prof Level IV	\$75.26	\$116.50	\$19.18	\$210.94
8	Stantec	Prof Level III	\$61.89	\$95.81	\$15.77	\$173.47
9	Stantec	Prof Level II	\$38.81	\$60.07	\$9.89	\$108.77
10	Stantec	Prof Level I	\$33.26	\$51.48	\$8.47	\$93.22
11	Stantec	Clerical/Admin	\$31.59	\$48.91	\$8.05	\$88.55
12	Stantec	Survey Crew- 3 Man				\$215.00
13	Stantec	Survey Crew- 2 Man				\$170.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

FEE ESTIMATE SUMMARY

DATE: February 4, 2021

PROJECT: **On Call Engineering Services for New and Replacement Distribution and Transmission Mains**

PREPARED BY: Kaneen Communications CONTRACT NUMBER **212603**

EFFECTIVE DATE _____ PRIME CONTRACTOR Stantec

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead _____ %	Profit _____ %	Billing Rate
1	Kaneen Communications	Project Manager	\$150 / Hr	N/A	N/A	\$150.00 / Hour
2	Kaneen Communications	Designer	\$100 / Hr	N/A	N/A	\$100.00 / Hour
3	Kaneen Communications	Prof Level II	\$100 / Hr	N/A	N/A	\$100.00 / Hour
4	Kaneen Communications	Clerical / Admin	\$50 / Hr	N/A	N/A	\$50.00 / Hour

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

*** Please Note: Hourly rates are based on current industry standards and are not calculated using overhead and profit margins. These rates are the approved rates for COT Contract 202362 Professional Design Services for Grant Road Phases 5 & 6.**

FEE ESTIMATE SUMMARY

DATE: February 5, 2021

PROJECT: **On Call Engineering Services for New and Replacement Distribution and Transmission Mains**

PREPARED BY: Fred Narcaroti CONTRACT NUMBER **212603**

EFFECTIVE DATE _____ PRIME CONTRACTOR Stantec

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>137</u> %	Profit <u>10</u> %	Billing Rate
1	Ninyo & Moore	Principal	\$67.31	\$92.21	\$15.95	\$175.48
2	Ninyo & Moore	Project Manager	\$60.10	\$82.34	\$14.24	\$156.68
3	Ninyo & Moore	Senior A/E	\$51.92	\$71.13	\$12.31	\$135.36
4	Ninyo & Moore	A/E	\$45.67	\$62.57	\$10.82	\$119.06
5	Ninyo & Moore	Designer	\$42.79	\$58.62	\$10.14	\$111.55
6	Ninyo & Moore	CADD	\$34.13	\$46.76	\$8.09	\$88.98
7	Ninyo & Moore	Prof Level IV	\$67.31	\$92.21	\$15.95	\$175.48
8	Ninyo & Moore	Prof Level III	\$60.10	\$82.34	\$14.24	\$156.68
9	Ninyo & Moore	Prof Level II	\$27.50	\$37.68	\$6.52	\$71.69
10	Ninyo & Moore	Prof Level I	\$23.00	\$31.51	\$5.45	\$59.96
11	Ninyo & Moore	Clerical/Admin	\$28.37	\$38.87	\$6.72	\$73.96

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)



**PEAK CORROSION
CONTROL, INC.**

9595 E Speedway Blvd • Tucson, AZ 85748
(520) 722-7484 • Fax (520) 722-0293

FEE ESTIMATE SUMMARY

DATE: 2/10/21

PROJECT: **On Call Engineering Services for New and Replacement Distribution and Transmission Mains**

PREPARED BY: Peak Corrosion Control, Inc.

CONTRACT NUMBER: 212603

EFFECTIVE DATE: _____

PRIME CONTRACTOR: _____

CONTRACT TIME: _____

CONTRACT TYPE: _____

ITEM NO.	FIRM	DISCIPLINE	A	B	C	D
			DIRECT LABOR RATE	140% OVERHEAD	10% PROFIT	BILLING RATE
1	PEAK CORROSION	Principal (Cathodic Protection Specialist)	\$ 80.00	\$ 112.00	\$ 19.20	\$ 211.20
2	PEAK CORROSION	Project Manager (Cathodic Protection Specialist)	\$ 80.00	\$ 112.00	\$ 19.20	\$ 211.20
3	PEAK CORROSION	Senior A/E (Cathodic Protection Specialist)	\$ 80.00	\$ 112.00	\$ 19.20	\$ 211.20
4	PEAK CORROSION	A/E (Cathodic Protection Specialist)	\$ 80.00	\$ 112.00	\$ 19.20	\$ 211.20
5	PEAK CORROSION	Designer (Cathodic Protection Specialist)	\$ 74.50	\$ 104.30	\$ 17.88	\$ 196.68
6	PEAK CORROSION	AUTOCADD	\$ 35.80	\$ 50.12	\$ 8.59	\$ 94.51
10	PEAK CORROSION	Prof Level I (Field Corrosion Technician)	\$ 40.80	\$ 57.12	\$ 9.79	\$ 107.71
11	PEAK CORROSION	Clerical/Admin	\$ 25.70	\$ 35.98	\$ 6.17	\$ 67.85

Formulas

- (A) Direct Labor Rate
- (B) Overhead @ 140% x (A)
- (C) Profit @ 10% x (A+B)
- (D) Billing Rate (A+B+C)

PROJECT: On Call Engineering Services for New and Replacement Distribution and Transmission Mains DATE: 5/3/2021
 PREPARED BY: T2UES, Inc. dba T2 Utility Engineers CONTRACT NUMBER 212603
 EFFECTIVE DATE: 2/11/2021 PRIME CONTRACTOR
 CONTRACT TIME CONTRACT TYPE

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead 188.99%	Profit 10%	Billing Rate
1	T2 Utility Engineers	Principal	84.14	159.02	24.32	267.47
2	T2 Utility Engineers	Project Manager	54.20	102.43	15.66	172.30
3	T2 Utility Engineers	Senior A/E	60.10	113.58	17.37	191.04
4	T2 Utility Engineers	A/E	44.28	83.68	12.80	140.76
6	T2 Utility Engineers	Prof Level IV	40.75	77.01	11.78	129.54
5	T2 Utility Engineers	2 Person Survey Crew**	53.84	101.75	15.56	171.15
7	T2 Utility Engineers	2 Person Survey Crew (Designating Crew)**	53.25	100.64	15.39	169.28
8	T2 Utility Engineers	2 Person Survey Crew (Vacuum Excavation Crew)**	43.49	82.19	12.57	138.25
9	T2 Utility Engineers	CAD Technician	33.60	63.50	9.71	106.81
10	T2 Utility Engineers	Technical Support	24.16	45.66	6.98	76.80

Formulas

- (A) Direct Labor Rate
- (B) Overhead% x (A)
- (C) Profit % x (A+B)
- (D) Billing Rate (A+B+C)

**Vehicle Rates (To be used in Conjunction with Survey, Designating, & Vacuum Excavating Crew Rates Above)

Survey Truck & Equipment - \$44.00/hr.
 Designating Truck & Equipment - \$29.00/hr.
 Vacuum Excavating Truck & Equipment - \$80.00/hr.

FEE ESTIMATE SUMMARY ^{1/}

DATE: February 11, 2021

PROJECT: **On Call Engineering Services for New and Replacement Distribution and Transmission Mains**

PREPARED BY: Michelle Luther, Darling Geomatics CONTRACT NUMBER **212603**

EFFECTIVE DATE _____ PRIME CONTRACTOR Stantec

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead 125 _____%	Profit 10 _____%	Billing Rate
1	Darling Geomatics	PRINCIPAL	66.67	83.34	15.00	165.00
2	Darling Geomatics	PROJECT MANAGER	50.51	63.13	11.36	125.00
3	Darling Geomatics	A/E	50.51	63.13	11.36	125.00
4	Darling Geomatics	CADD	38.38	47.98	8.64	95.00
5	Darling Geomatics	PROF. LEVEL IV	64.65	80.81	14.55	160.00
6	Darling Geomatics	PROF. LEVEL III	60.61	75.76	13.64	150.00

7	Darling Geomatics	PROF LEVEL II	50.51	63.13	11.36	125.00
8	Darling Geomatics	PROF. LEVEL I	26.26	32.83	5.91	65.00
9	Darling Geomatics	CLERICAL/ADMIN	22.22	27.78	5.00	55.00
10	Darling Geomatics	SURVEY CREW - 1 MAN	50.51	63.13	11.36	125.00
11	Darling Geomatics	SURVEY CREW - 2 MAN	62.63	78.28	14.09	155.00
12	Darling Geomatics	SURVEY CREW - 3 MAN	74.75	93.43	16.82	185.00
13	Darling Geomatics	3D LASER SCANNING - 1 MAN	94.95	118.69	21.36	235.00
14	Darling Geomatics	3D LASER SCANNING - 2 MAN	121.21	151.52	27.27	300.00
15	Darling Geomatics	UAS DRONE PILOT/OBSERVER	96.97	121.21	21.82	240.00
16	Darling Geomatics	POST PROCESSING	36.36	45.45	8.18	90.00

^{1/}Subject to annual rate adjustments due to cost of living increases

FEE ESTIMATE SUMMARY

DATE: February 12, 2021

PROJECT: **On Call Engineering Services for New and Replacement Distribution and Transmission Mains**

PREPARED BY: Tierra Right of Way Services CONTRACT NUMBER **212603**

EFFECTIVE DATE _____ PRIME CONTRACTOR Stantec

CONTRACT TIME _____ CONTRACT TYPE _____

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>142.18</u> %	Profit <u>18</u> %	Billing Rate
1	Tierra	Principal	69.71	99.11	30.39	199.21
2	Tierra	Cultural Resources and Environmental - Project Manager	41.97	59.67	18.29	119.93
3	Tierra	Right of Way – Project Manager	44.12	62.72	19.23	126.07
4	Tierra	Cultural Resources and Environmental - Prof Level IV	31.75	45.14	13.84	90.73
5	Tierra	Cultural Resources and Environmental - Prof Level III	26.33	37.44	11.48	75.25

6	Tierra	Right of Way – Prof Level III	34.35	48.84	14.98	98.17
7	Tierra	Cultural Resources and Environmental - Prof Level II	20.00	28.44	8.72	57.15
8	Tierra	Right of Way – Prof Level II	29	41.23	12.64	82.87
9	Tierra	Cultural Resources and Environmental - Prof Level I	18.00	25.59	7.85	51.44
10	Tierra	Right of Way – Prof Level I	26.33	37.44	11.48	75.25
11	Tierra	Cultural Resources and Environmental -CADD	23.00	32.70	10.03	65.73
12	Tierra	Cultural Resources and Environmental - Clerical/Admin	18.00	25.59	7.85	51.44
13	Tierra	Right of Way – Clerical/Admin	25.00	35.55	10.90	71.44

Formulas

(A) Direct Labor Rate

(B) Overhead @ _____ % X (A)

(C) Profit @ _____ % X (A + B)

(D) Billing Rate (A+B+C)

Use only the discipline categories listed here when completing the fee summaries for prime and subconsultants.

Discipline 212603: On Call Engineering Services for New and Replacement Distribution and Transmission Mains

Principal	Principal Architect, Principal Engineer, President, Vice President, Managing Principal, Principal In Charge, Specialized Consultant
Project Manager	Project Principal, Principal Project Manager, Project Manager, Senior Project Manager, Project Director, Sr. Project Director, Project Administrator, Account Manager, Office Manager
Senior A/E	Project Architect, Project Engineer, Sr. Project Engineer/Architect, Sr. Engineer/Architect, Project Landscape Architect
A/E	Architect, Engineer, Engineering Consultant, Staff Engineer, Registered Land Surveyor, Landscape Architect, Field Engineer
Designer	Senior Designer, Engineering Designer, Design Engineer, Landscape Designer, Design Tech
CADD	CADD Designer, CADD Technician, CAD Operator, AutoCAD, Drafter, Senior Drafter, Junior Drafter, Draftsperson, Drafting Technician
Prof Level IV	Principal Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Principal Planner, Principal Scientist
Prof Level III	Senior Scientist (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Survey Manager, Survey Chief, Environmental Specialist, Estimator, Senior Planner, Accountant II
Prof Level II	Scientist I (Hydrologist, Chemist, Biologist, Geologist, Environmental Scientist), Planner, Survey Supervisor, Field Supervisor, Inspector, GPS, GIS, Engineering Aide, Accountant I, Project Coordinator
Prof Level I	Field Tech, Field Staff, Lab Tech, Intern, Project Assistant
Clerical/Admin	Clerical Staff, Word Processor, Administrator, Administrative Assistant, Support Staff
Survey Crew- 3 Man	
Survey Crew- 2 Man	

212603-05

**ON-CALL ENGINEERING SERVICES FOR NEW AND REPLACEMENT
OF DISTRIBUTION AND TRANSMISSION MAINS**

APPENDIX C

INSURANCE

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4375 / FAX: (520) 791-4735
Vanessa.Guzman@tucsonaz.gov
ISSUE DATE: APRIL 29, 2024

CONTRACT # 212603-05
CONTRACT ADDENDUM NUMBER: TWO (2)
PAGE 1 of 2
VG
CONTRACT OFFICER: VANESSA GUZMAN

ON-CALL ENGINEERING SERVICES FOR NEW AND REPLACEMENT OF DISTRIBUTION AND TRANSMISSION MAINS

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): CONTRACT RENEWAL

In accordance with Contract Special Terms and Conditions, 3. Term and Renewal, the City of Tucson is hereby exercising its option to renew the contract for an additional two-year period from **May 17, 2024** through **May 16, 2026**.

ITEM TWO (2): PRICE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, 4. Rate Adjustment, the City of Tucson hereby accepts the proposed rates per the attached price page (9 pages), **effective May 17, 2024**.

ITEM THREE (3): CONTRACT MODIFICATION – ADDITIONAL SUBCONSULTANT

In accordance with Contract Standard Terms and Conditions, 12. Contract Amendments, the City of Tucson is hereby exercising its option to modify the provisions of the contract as follows:

Addition of subconsultant Cooper Aerial Surveys Company for the rates specified in attached price page (page 2 of 9).

*****END OF ADDENDUM ITEMS*****

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4375 / FAX: (520) 791-4735
Vanessa.Guzman@tucsonaz.gov
ISSUE DATE: APRIL 29, 2024

CONTRACT # 212603-05
CONTRACT ADDENDUM NUMBER: TWO (2)
PAGE 2 of 2
VG
CONTRACT OFFICER: VANESSA GUZMAN

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: STANTEC CONSULTING SERVICES INC.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE ADDENDUM


Signature of person authorized to sign _____ Date _____

Kiersten Wangsvick, Principal, Water

Name and Title (typed or printed legibly)

Stantec Consulting Services, Inc.

Company Name

One South Church Avenue, Suite 2100

Address

kiersten.wangsvick@stantec.com

Email Address

Tucson, AZ 85701

City _____ State _____ Zip _____

Contact information for Sales/Account
Representative for daily business operations:

Kiersten Wangsvick, Principal, Water

Name and Title (typed or printed legibly)

520-247-1701

Phone Number

kiersten.wangsvick@stantec.com

Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM

IS HEREBY EXECUTED THIS 2nd DAY
OF May, 2024, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

FEE ESTIMATE SUMMARY

DATE: 4/2/2024

PROJECT: On Call Engineering Services for New and Replacement of Distribution and Transmission Mains

PREPARED BY: Whitney McReynolds/Kiersten Wangsvick CONTRACT NUMBER 212603-05

EFFECTIVE DATE May 17, 2024 PRIME CONTRACTOR Stantec

CONTRACT TIME Two Years CONTRACT TYPE TMU per Task Order

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>159.477</u> %	Profit <u>10</u> %	Billing Rate
1	Stantec	Principal	\$103.71	\$165.39	\$26.91	\$296.00
2	Stantec	Project Manager	\$67.62	\$107.84	\$17.55	\$193.00
3	Stantec	Senior A/E	\$81.63	\$130.19	\$21.18	\$233.00
4	Stantec	A/E	\$60.96	\$97.22	\$15.82	\$174.00
5	Stantec	Designer	\$49.75	\$79.34	\$12.91	\$142.00
6	Stantec	CADD	\$38.54	\$61.46	\$10.00	\$110.00
7	Stantec	Prof Level IV	\$76.38	\$121.80	\$19.82	\$218.00
8	Stantec	Prof Level III	\$64.82	\$103.37	\$16.82	\$185.00
9	Stantec	Prof Level II	\$40.64	\$64.81	\$10.55	\$116.00
10	Stantec	Prof Level I	\$34.69	\$55.31	\$9.00	\$99.00
11	Stantec	Clerical/Admin	\$33.28	\$53.08	\$8.64	\$95.00
12	Stantec	Survey Crew - 3 Man	\$390.00			\$390.00
13	Stantec	Survey Crew - 2 Man	\$290.00			\$290.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ 159.477 % X (A)

(C) Profit @ 10 % X (A + B)

(D) Billing Rate (A+B+C)