

January 10, 2025

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

Dear Mr. Luis Pedroza,

**Reference: Sanitary Sewer Design, Agency Permitting, Bid And Contractor Selection Support For West Douglas Utilities Expansion – Puzzi Ranch Road And Kings Highway**

This letter is the Scope of Work for the ‘**Sanitary Sewer Design, Agency Permitting, Bid And Contractor Selection Support For West Douglas Utilities Expansion – Puzzi Ranch Road And Kings Highway (The Project)**’.

The Project is for the gravity wastewater pipe between the intersection of SR 80 and Kings Highway, along Kings Highway to an east west alignment south of West Puzzi Road between Kings Highway and James Ranch Road (JRR). The pipe will be designed to connect to the east west wastewater pipe under design along SR 80 at the north end and the pipe will end about 50 feet east of the proposed JRR east ROW to be extended with the JRR design at the south end.

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. Crossing of SR 80
2. Development of the 100% detailed design and specifications for the wastewater pipe
3. Support to the City with acquiring easements on private property and support to the City contracted legal surveyor who will prepare the legal documentation. The City handle the negotiations with the private land owners. The intent is for the City to acquire a 50 foot wide easement.



4. Permitting of the work with Cochise County, the Arizona Department of Transportation (ADOT) and the Arizona Department of Environmental Quality (ADEQ),
5. Assistance to the City to select a contractor by Design, Bid, Build or possible inclusion in the SR 80 City infrastructure bidding process.
6. Assistance to the City with Construction Management for construction of the Wastewater system piping in alignment with the SR 80 project
7. It assume this work would be as an Addendum to the SR 80 Design, Permitting and CM support project

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

### **The Draft Project Schedule:**

The Draft Project Schedule accompanies in **Appendix B**. The assumed project start date is assumed January 2025. It is anticipated that the schedule will track the SR 80 project. The final detailed design will depend on the final acquisition of the easements to cross private property.

### **Geotechnical Subcontractor and Survey Proposal:**

The proposal for a Geotechnical Subcontractor can be found in **Appendix D**. The proposal is from SCE Geotechnical Consultants located in Tucson, Arizona. The proposal for Surveying Services can be found in **Appendix D**. The proposal is from Bowman Survey. It is noted that part of the Bowman Survey is to be used in the City infrastructure detailed design along SR 80.

### **The Fee:**

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

The Engineering total fee (Stantec Labor, Subconsultants, and Stantec Expenses) for the Scope of Work is \$326,026.79.

The total fee includes project delivery and work by our subconsultant SCE Geotechnical, in the total amount of \$55,464.60. The total fee includes project delivery and work by our subconsultant Bowman Survey, in the total amount of \$80,661.80. The Stantec expenses are \$500. The Fee assumes that the City will hire the on-site Construction Inspector that will be part of the Stantec delivery team.

The work will be time and materials not to exceed.

The Fee Estimate is based on the Rate Table from the City/Stantec Contract for SR 80 infrastructure Contract.

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

Regards,

**Stantec Consulting Services Inc.**

Bryck, Jack

Digitally signed by Bryck, Jack  
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OU=Internal, OU=users,  
OU=stantec, DC=corp, DC=ads  
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**Jack Bryck** P.E., BCEE

Project Manager

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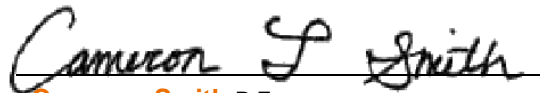
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**ATTACHMENT A  
SCOPE OF WORK FOR THE  
CITY OF DOUGLAS  
SANITARY SEWER DESIGN, AGENCY PERMITTING, BID AND CONTRACTOR  
SELECTION SUPPORT  
FOR WEST DOUGLAS UTILITIES EXPANSION – PUZZI RANCH ROAD AND KINGS  
HIGHWAY**

## INTRODUCTION

This proposal is for Engineering Services to complete the West Douglas Utilities Expansion (WDUE) Sanitary Sewer Infrastructure along Puzzi Ranch Road and Kings Highway to Issued for Construction Detailed Design, Permitting, Bid and Contractor Support for the City of Douglas (City). The 30% design plans for the Sanitary Sewer along this alignment were created and submitted to the City with Technical Memorandum 225.01. This scope will continue the design from the 30% design plans and progress directly into 90% design plans before proceeding with Issued for Construction Plans.

Scope of Work Elements	Length, ft
Sanitary Sewer Collection System	9,200

There are additional Issued for Construction (IFC) Detailed Project Phases that are not part of this Scope of Work (SOW) as follows:

Phases Not Part of This SOW		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.	City decision on route selection to Cross White Water Draw Q3/Q4 2024	The details of the point of connection of the SR 80 infrastructure between Cochise College and the North Copper Avenue project and the White Water Draw Crossing will be established during the former project.
2	James Ranch Road between SR 80 and North boundary of the Douglas Port of Entry	Requires Collaboration with ADOT starting Q1/Q2 2025	The details of the SR 80 infrastructure between Cochise College and North Copper Avenue at the intersection of SR 80 and James Ranch will be established in alignment with the ADOT James Ranch Road design.
3	Elevated Storage Tank	Q1/Q2 2025	City selection and acquisition of property in the vicinity of Cochise College and SR 80
4	Groundwater Well Source	Q1/Q2 2025	City decision on the need for a new groundwater supply or use the existing City groundwater supply



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

- Project Notice to Proceed: January 15, 2025
- Kickoff Meeting: January 22, 2025
- Project Alignment: January 15, 2025 to July 25, 2025
  - Location of City infrastructure along Puzzi Ranch Road and Kings Highway
  - Preliminary contact with Arizona Department of Environmental Quality (ADEQ), Arizona Department of Transportation (ADOT) and Cochise County regarding project scope and scheduling support and permitting
  - Geotechnical investigation
  - Location of Utilities along SR 80, Puzzi Ranch Road, and Kings Highway
  - Contractor Community Outreach
- Assist with City acquisition of a utility easement along Puzzi Ranch Road
- 90% Detailed Design: January 15, 2025 to March 18, 2025
- Final Detailed Design: June 16, 2025 to July 25, 2025
- ADOT and ADEQ Permit Coordination: May 30, 2025 to September 8, 2025
- Construction Management: July 28, 2025 to December 30, 2026

This Proposal for Engineering Services includes the tasks summarized as follows and the work location is Phase 2 on the attached **Appendix A**: Site Location Map.



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The following information is a general description of the engineering services required to prepare and deliver this project. It is assumed that this Scope of Work will be delivered between January 15, 2025, the assumed City of Douglas Notice to Proceed date, and the end of construction date of December 30, 2026.

## **101 PROJECT ADMINISTRATION AND COORDINATION**

### **TASK 101.100: PROJECT MANAGEMENT**

Stantec is currently contracted to complete the SR 80 Utility Design, which includes permitting, contractor selection, and construction management services. It is assumed that the work outlined in this change order, which involves the Puzzi Ranch Road and Kings Highway sanitary sewer design and State Route 80 (SR 80) crossing, will run concurrently with the SR 80 Utility Design. This includes aligning the SOW, project schedule, and contractor selection for both designs.

Stantec will provide project management services that include planning, organizing, staffing, and coordinating the work efforts of the team members and subconsultants. Stantec will manage the work and monitor progress against an agreed upon schedule and budget. Stantec will prepare and submit monthly project progress packages including the invoice, progress report, and updated project schedule for work completed in this SOW. These 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 dated November 27, 2024, proposed for this project is attached in Appendix B. Stantec will maintain a comprehensive project schedule from IFC design through contractor selection. The project schedule will run concurrently with the SR 80 Utility Design project schedule, ensuring alignment in the SOW project timeline, and contractor selection processes.

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

#### *Assumptions:*

- The draft schedule will be presented, modified as agreed upon, and adopted at the Kickoff Meeting.
- As this change order will not alter the overall project schedule, no additional project progress packages aligned with the SR 80 project 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, and Sanitary Sewer System Manager, will attend the meetings and be actively involved in task development, decision making and information sharing where required to support project the project.

Meetings in this scope of work include:

1. One (1) Teams Kickoff Meeting (January 13, 2025). The Project Manager and Project Technical Leader working on the SR 80 Detailed Design will attend. The meeting duration will be up to one (1) hour. The agenda and meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees. 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 City/Stantec project meetings will be incorporated into the Stantec/City SR 80 project meetings. 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 meeting to review and finalize the 90% Plans and Technical Specifications. Up to four (4) Stantec team project members will attend virtually, including the Project Technical Leader, Project Manager, 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. The City of Douglas will be responsible for providing any comments regarding the 90% Plans and Technical Specifications at least one week prior to the meeting.





4. One (1) meeting for final review of the IFC Plans and Technical Specification prior to Stantec issuing the Design Package to the City. The meeting duration will not exceed two (2) hours. Four (4) Stantec project members will attend virtually, including, the Project Technical Leader, Project Manager, Senior Consultant, and a junior engineer to prepare the meeting agenda and record meeting minutes.

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

*Assumptions:*

- Public meetings are not included in this SOW.

*Deliverables:*

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

## **TASK 101.170: EASEMENT SELECTION SUPPORT SERVICES**

### **West Puzzi Ranch Road from James Ranch Road to Kings Highway**

According to Memorandum 225.01, the sanitary sewer pipe centerline will be located south of the Kinder Morgan easements along West Puzzi Ranch Road. Since this is private property, the City will need to secure an estimated three (3) to five (5) permanent easements to locate the sanitary sewer pipeline between James Ranch Road and Kings Highway. For this SOW, the pipeline will be situated in a proposed thirty-foot wide permanent easement, contiguous with the south Kinder Morgan easement. Additionally, a one-hundred-foot temporary construction easement will be required south of the permanent easement.

Stantec will identify the necessary easements and coordinate with a city-contracted surveyor who will prepare legal descriptions and exhibits. The City will handle negotiations and coordinate contracts with the property owners.

It is understood that the ADOT James Ranch Road design in Q2/Q3 2025 will include the intersection of James Ranch Road and West Puzzi Ranch Road. The intersection design by ADOT will have to recognize the east west location of the three Kinder Morgan pipelines. Because of the lack of ADOT intersection details, the City's design for West Puzzi Ranch Road will stop at the eventual east boundary of the ADOT James Ranch Road right-of-way (ROW), with plans for future extension to the west boundary of the ADOT 200-foot James Ranch Road ROW and 300 ft ADOT Drainage Easement and south to the GSA POE and north to SR 80 at a later phase of the City Infrastructure Project.





The City is also investigating a north south 50-foot utility easement between the GSA POE and SR 80 with the west boundary contiguous with the future 200 Foot JRR ROW boundary. Regardless of the outcome, the West Puzzi Ranch Road sanitary sewer pipeline will terminate in a manhole, allowing for future extensions to the south, north, and west, which are not part of this SOW. The City will hire a Right-of-Way Acquisition Specialist to procure the easements and/or right-of-way for the City.

The West Puzzi Ranch Road and James Ranch Road intersection will be designed by others and is not part of this SOW.

1. Stantec will work with Kinder Morgan Right of Way Agent in Tucson to obtain legal documentation on the location of the Kinder Morgan easements for the three Kinder Morgan gas lines.
2. Stantec will assist the City in locating and acquiring the Permanent Utility Easement for the sanitary sewer collection system along West Puzzi Ranch Road, as well as a Temporary Construction Easement. This will involve preparing site design plans and profile figures, including approximate easement boundaries and sanitary sewer alignment. The actual acquisition of the easements, including supporting documentation, legal surveys, and coordination with landowners, is by the City and is not part of this SOW.
3. The City will coordinate contact with the landowners on the south side of the City sanitary sewer pipe alignment to determine if service connections will be installed during construction and if so where they will be located. Any service connection location information (horizontal, and invert vertical location at the south easement boundary line) will be immediately shared with Stantec.

### **Kings Highway between West Puzzi Ranch Road and SR 80**

As per Memorandum 225.01, the Sanitary Sewer Pipe between West Puzzi Ranch Road and SR 80 will be along Kings Highway alignment.

1. Stantec will work with Cochise County to obtain documentation on the location of the Kings Highway ROW along the east and west boundaries.
2. The City will coordinate with US Customs and Border Patrol (CBP) to determine if a service connection along King's Highway will be installed during construction and, if so, where it will be located (horizontal, and invert vertical location at the east CBP property boundary line). This information will be shared with Stantec. A meeting was held on October 9, 2024, with CBP, the City, and Stantec. An email follow-up was sent to CBP on October 17, 2024.
3. The sanitary sewer pipeline will cross under the 3 east-west Kinder Morgan gas lines at the future West Puzzi Ranch Road and Kings Highway intersection. Test pitting will locate the vertical and horizontal locations of the 3 gas lines at the proposed sanitary sewer water pipe crossing. (Part of deliverable under Memorandum Task 225.01).





The easements will be along Puzzi Ranch Road, south of the Kinder Morgan Gas Lines and generally follow the alignment shown in Memorandum Task 225.01.

*Assumptions:*

- Effort will not exceed 120 hours.

*Deliverables:*

- Figure (.pdf) and CAD (.dwg) for the required City of Douglas utility easements, estimated to be 3 to 5 total easements. Digital files will be sent via OneDrive.

## **201 SUBCONSULTANT SERVICES**

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

### **TASK 201.100: GEOTECHNICAL INVESTIGATION**

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

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

*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 West Puzzi Ranch Road and North Kings Highway.

### **TASK 201.300: FIELD SURVEY**

**Property Survey:**

1. The City will work with a Registered Land Surveyor in Arizona to:
  - a. Locate and prepare a plan for acquiring the easement needed for the sanitary sewer collection system along Puzzi Ranch Road. The survey will extend from James Ranch Road



east to Kings Highway along the Puzzi Ranch Road alignment, south of the Kinder Morgan Gas easement. On the west the survey will end at the likely location of the east boundary of the ADOT James Ranch Road ROW. On the east it will end at the east boundary of the Kings Highway ROW.

- b. Prepare a plan for a portion of land on the southeast corner of the intersection of Puzzi Ranch Road and Kings Highway for a utility easement,
  - c. The surveyor will work to establish the easement boundaries and prepare the legal description and exhibit for the 30-ft easement acquisition.
2. The City will have responsibility for managing all tasks and costs associated with acquisition of the easements.

**Field Survey:** Per the scope provided in **Appendix D**, Stantec will use the Cochise County LIDAR to develop the plan and profile. A surveyor contracted by Stantec will locate all relevant information pertaining to existing land and infrastructure conditions not identified by LIDAR along the north side of the SR 80 corridor from Cochise College to Copper Ave, Puzzi Ranch Road, and Kings Highway, including but not limited to asphalt edge of pavement, drainage infrastructure, power poles, Right-of-Way, gas lines, communication lines, existing easements, and any other pertinent existing conditions. The survey points should document site conditions and enter a universal coordinate data base that will be supplied to Stantec.

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

*Deliverables:*

- AutoCAD – AutoCAD compatible (.dwg), (.csv), or (.xml) file with vertical and horizontal information provided

## **302 SR 80 PIPELINE DESIGN DRAWINGS AND SPECIFICATIONS**

### **TASK 302.100: CIVIL**

1. This task will create the 90% and IFC Detailed Design of the sanitary sewer plan and profile drawings.
  - a. The sanitary sewer plan and profiles will be created along Puzzi Ranch Road, from James Ranch Road to North Kings Highway, and along Kings Highway from West Puzzi Ranch Road to the SR 80 including SR 80.
  - b. The sanitary sewer plans will connect into the SR 80 sanitary sewer system at the intersection of Kings Highway and SR 80. The Connection will be made under the assumption that the SR 80 crossing in ADOT ROW will be trenchless. However, open cut will be pursued with ADOT before resorting to a trenchless crossing. will include pipe diameter, alignment described using bearings, coordinates, dimensions from



section lines, property lines and/or easement boundaries to all new sanitary sewer pipes, show and label all new service connections and locate by stationing or dimensioning to the nearest property corner location, horizontal locations of all existing and proposed structures, all new utilities, including any drainage improvements, existing contours, and all areas of pavement replacement according to ADOT and or Cochise County.

- c. Standard City sanitary sewer system design details such as service connections, pipe trench and pipe anchor systems, will be referenced.
2. Efforts associated with plan preparation will include utility coordination to depict existing utilities along the pipeline alignment (Arizona Public Service (APS), Kinder Morgan Natural Gas, and Lumen Communication).
3. Specifications will generally be MAG 2024 Specifications with Special Provisions to the MAG Specifications provided by Stantec as required.
4. Quality Assurance and Quality Control including independent technical reviews of deliverables is included in this task.

*Deliverables:*

- 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- 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 jack and bore crossing across SR 80 will be located at North Kings Highway and SR 80. The design will include a steel carrier pipe from outside of the SR 80 north and south shoulder with the wastewater collection pipe located within the carrier pipe, with manholes at each end of the wastewater collection pipe.

1. The inverts of both ends of the carrier pipe and the inverts of the wastewater collection pipe at the manholes will be established, as will the pipe cover between the SR 80 elevation and the top of the carrier pipe.
2. The jack and bore 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. The room for the jack and bore installation and work area will be identified at both ends.



4. 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 220 feet. The actual length will be confirmed in discussion with ADOT and Cochise County.

*Deliverables:*

- The deliverable packages at 90% will include a design plan and profile of the carrier pipe and wastewater collection pipe (PDF). This will be reviewed with the City, ADOT, and Cochise County.
- 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 30% (plans were completed with Memo 225.01), 90%, and IFC plans.

<b>OPCC Milestones</b>	<b>Class</b>
30%	4
90%	2
IFC	2

- The OPCC will not include the cost of acquiring the utility easements (temporary and permanent) along Puzzi Ranch Road. 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 30%, 90%, and IFC plans (.pdf) via a OneDrive link.

### **304 PERMIT COORDINATION**

Stantec will identify permits required for the Project, including those which may be necessary for applications to, or permits from, local, state, and federal authorities. Stantec will prepare and furnish to the City a permit matrix detailing all permits that will be required for the Project.





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

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

*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 sanitary sewer system improvements on behalf of the City of Douglas. The approach is to coordinate the CMS for this project with the CMS for the SR 80 Utility Design Project.

The Onsite Inspector hired by the City will be qualified by ADOT to provide construction QA/QC with all relevant agencies through which the project is permitted. The Inspector will report to Stantec's Project Manager and will coordinate with Stantec daily to ensure the project is constructed as designed (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**

It is assumed that the City will manage the Bid Process as generally outlined in this Task. Bidding assistance for this project will be included as part of the SR 80 Utility Design Project. There will be no separate, stand-alone bidding assistance provided for this project outside of the SR 80 Utility Design Project.

Typical items completed during this phase include:

**CONTRACT DOCUMENT PREPARATION:** Stantec has already assisted the City in creating Engineers Joint Contract Documents (EJCD) for the SR 80 Project. It is assumed that the Technical Specifications for this project will be part of the SR 80 Technical Specifications.

*Deliverables:*

- Deliverables to be included as part of the SR 80 Utility Design Project.





**BID SUPPORT SERVICES:** Stantec shall interpret and provide written responses to requests from the City for technical clarifications on construction contract documents during bid period.

Stantec shall prepare addenda to the construction documents as requested by the City. Stantec will sign and issue addenda to the City to distribute to the plan holders. Up to three (3) addenda are anticipated. Conformed drawings will not be provided.

*Assumptions:*

- It is assumed that this project will be combined and bid with the SR 80 Utility Design project. If this project is bid separately a change order for Construction Management will be required.
- It is assumed that the City will provide the construction plans to the contractors electronically.
- It is assumed that the City will provide the bid advertising as required by the project funding agencies and the construction procurement rules.
- For purposes of the proposal, Stantec has estimated 10 questions from contractors and approximately 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 on 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 CONTRACTED INSPECTOR RESPONSIBILITIES:** The City's Inspector will be responsibilities will include but are not limited to:

- Assisting with coordinating client provided testing services







- Conduct daily on-site observations of the Contractor's work
- Prepare daily written reports of records of their observations
- Identify deficient or non-conforming work and inform City of Douglas, Stantec, and the Contractor
  - Monitor corrective action on deficient and non-conforming work
- Perform preliminary punch lists for substantial and final completion prior to Stantec's engineers' preparation of final punch list.

**WEEKLY MEETINGS:** Stantec shall 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 shall 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 shall 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

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

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

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

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

### *Assumptions:*

- Up to 5 RFIs, requiring up to four (4) hours each
- Up to 5 total Shop Drawings and submittals and 5 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 shall be implemented without the prior approval of the City. If requested by the City, Stantec shall prepare all necessary documents and submittals for City Council approval.

*Assumptions:*

- City shall be responsible for all final approval and processing of Change Orders.
- Up to 3 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 shall 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

## **TASK 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 anticipated 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.

## **ASSUMPTIONS**

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

- This scope does not include the design of the east sanitary sewer lift station.
- The acquisition of the utility easement is the responsibility of the City including the purchase agreements, purchase costs, legal sale and filing documentation.
- The design and construction of the West Douglas Utilities Expansion along the SR 80 from Cochise College to North Copper Avenue will be concurrent with the scope of work listed within this document.

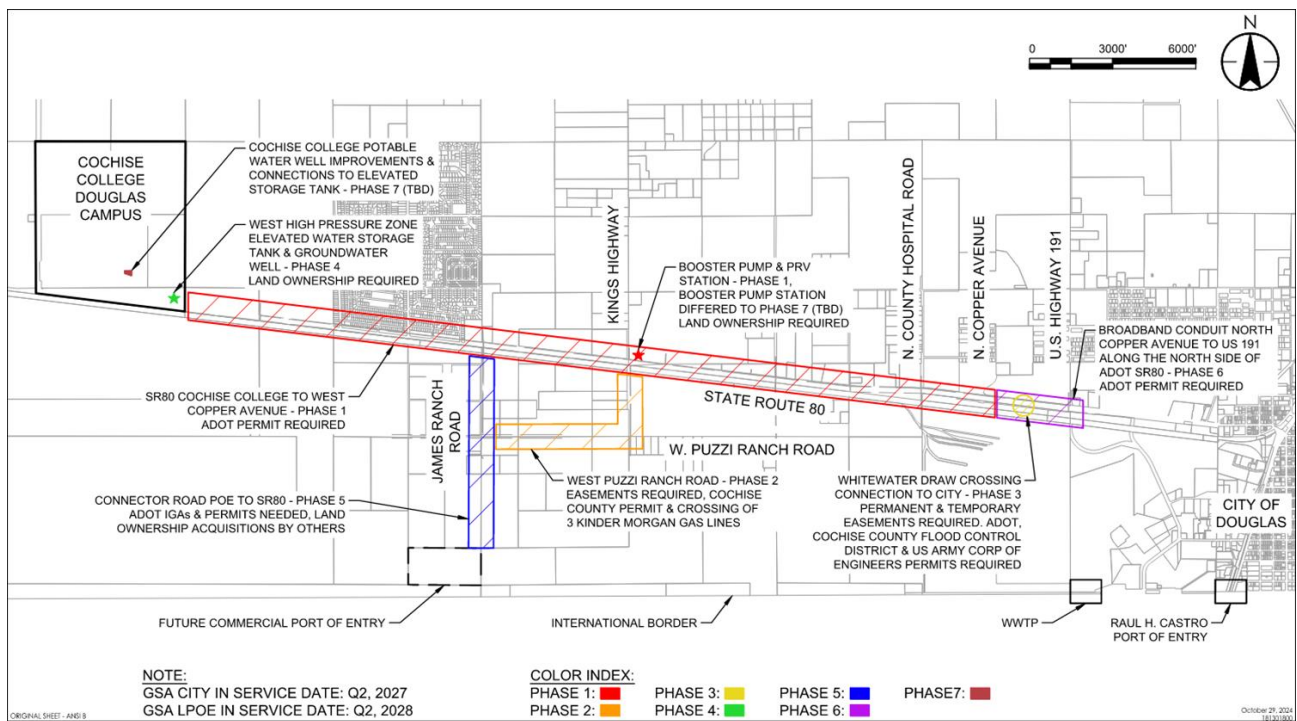
## **EXCLUSIONS**

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

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



## APPENDIX A: SITE LOCATION MAP



## **APPENDIX B: DRAFT PROJECT SCHEDULE**



# City of Douglas - Puzzi Ranch Road (Ph2)

ID	Task Name	Duration	Start	Finish	Predecessors	2025 H1	H2	2026 H1	H2	2027 H1
1	Phase 2 West Puzzi Ranch Road	0 days	Wed 1/15/25	Wed 1/15/25		◆ 1/15				
2	NTP	0 days	Wed 1/15/25	Wed 1/15/25		◆ 1/15				
3	Kickoff Meeting	0 days	Wed 1/22/25	Wed 1/22/25		◆ 1/22				
4	Detailed Design & Permitting	169 days	Wed 1/15/25	Mon 9/8/25						
5	90%	45 days	Wed 1/15/25	Tue 3/18/25	2					
6	Survey	23 days	Wed 1/15/25	Fri 2/14/25	2					
7	Easement Acquisition	97 days	Wed 1/15/25	Thu 5/29/25	2					
8	Adeq Permitting	72 days	Fri 5/30/25	Mon 9/8/25	7					
9	ADOT Permitting	72 days	Fri 5/30/25	Mon 9/8/25	7					
10	100%	30 days	Mon 6/16/25	Fri 7/25/25	7FS+11					
11	Contractor Selection	120 days	Mon 7/28/25	Fri 1/9/26						
12	Bid Period	45 days	Mon 7/28/25	Fri 9/26/25	10					
13	Award Period	45 days	Mon 9/29/25	Fri 11/28/25	12					
14	Contract Period	30 days	Mon 12/1/25	Fri 1/9/26	13					
15	Construction	253 days	Fri 1/9/26	Wed 12/30/26						
16	Start Construction	0 days	Fri 1/9/26	Fri 1/9/26	14					
17	Construction	224 days	Mon 1/12/26	Thu 11/19/26	16					
18	Completion	0 days	Thu 12/10/26	Thu 12/10/26	19SF					
19	Start Up	15 days	Thu 12/10/26	Wed 12/30/26	20SF					
20	Permitting	0 days	Wed 12/30/26	Wed 12/30/26						

Project: ph2  
Date: Thu 12/19/24

Task		Manual Summary Rollup	
Split		Manual Summary	
Milestone	◆	Start-only	[
Summary		Finish-only	]
Project Summary		External Tasks	
Inactive Task		External Milestone	◆
Inactive Milestone	◇	Deadline	↓
Inactive Summary		Progress	
Manual Task		Manual Progress	
Duration-only			

## **APPENDIX C: PRELIMINARY DRAWING LIST**







**Client:** City of Douglas  
**Project:** City of Douglas West Douglas Utilities Expansion  
**Document:** Design of WDUE for Puzzi Ranch Road & Kings Highway Wastewater Draft Infrastructure Preliminary Drawing List (PDL)

**Rev. Date:** 11/25/2024  
**By:** Jack Bryck, Andrew Piazza  
**Reviewer:** \_\_\_\_\_  
**Review Date:** \_\_\_\_\_

- Notes:**
- 1. Sheets to be added into current SR 80 Utility Plans, see original scope.

PAGE NO.	SHEET NAME	DESIGN ELEMENT	COMMENTS
1	Puzzi Ranch Road Sanitary Sewer Plan and Profile	WASTEWATER	
2	Puzzi Ranch Road Sanitary Sewer Plan and Profile	WASTEWATER	
3	Puzzi Ranch Road Sanitary Sewer Plan and Profile	WASTEWATER	
4	Puzzi Ranch Road Sanitary Sewer Plan and Profile	WASTEWATER	
5	Kings Highway Sanitary Sewer Plan and Profile	WASTEWATER	
6	Kings Highway Sanitary Sewer Plan and Profile	WASTEWATER	
7	Kings Highway Sanitary Sewer Plan and Profile	WASTEWATER	
8	Kinder Morgan Crossing Site Plan	WASTEWATER	
9	Sanitary Sewer Details	WASTEWATER	
10	Kings Highway and SR-80 Sewer Crossing Profile	TRENCHLESS	
11	Jack and Bore Details	TRENCHLESS	
12	Jack and Bore Details	TRENCHLESS	

## **APPENDIX D: 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 Kings Highway and Puzzi Road (Item 7)**

SCE Engineering (SCE) is pleased to provide this cost proposal to Stantec for geotechnical services associated with the pipeline along Kings Highway between SR80 and Puzzi Road, and along Puzzi Road between Kings Highway and James Ranch Road (Item 7) 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 1 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 Kings Highway and Puzzi Road (Item 7 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:** 11/1/2024

## **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 each of the boring locations along SR80 and Kings Highway 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.

### 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 Kings Highway 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, 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 3 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 3 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**

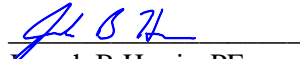
The costs for the scope of work and the assumptions noted above are estimated to be \$55,464.60. Detailed breakdown of labor effort for design is attached

## 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.

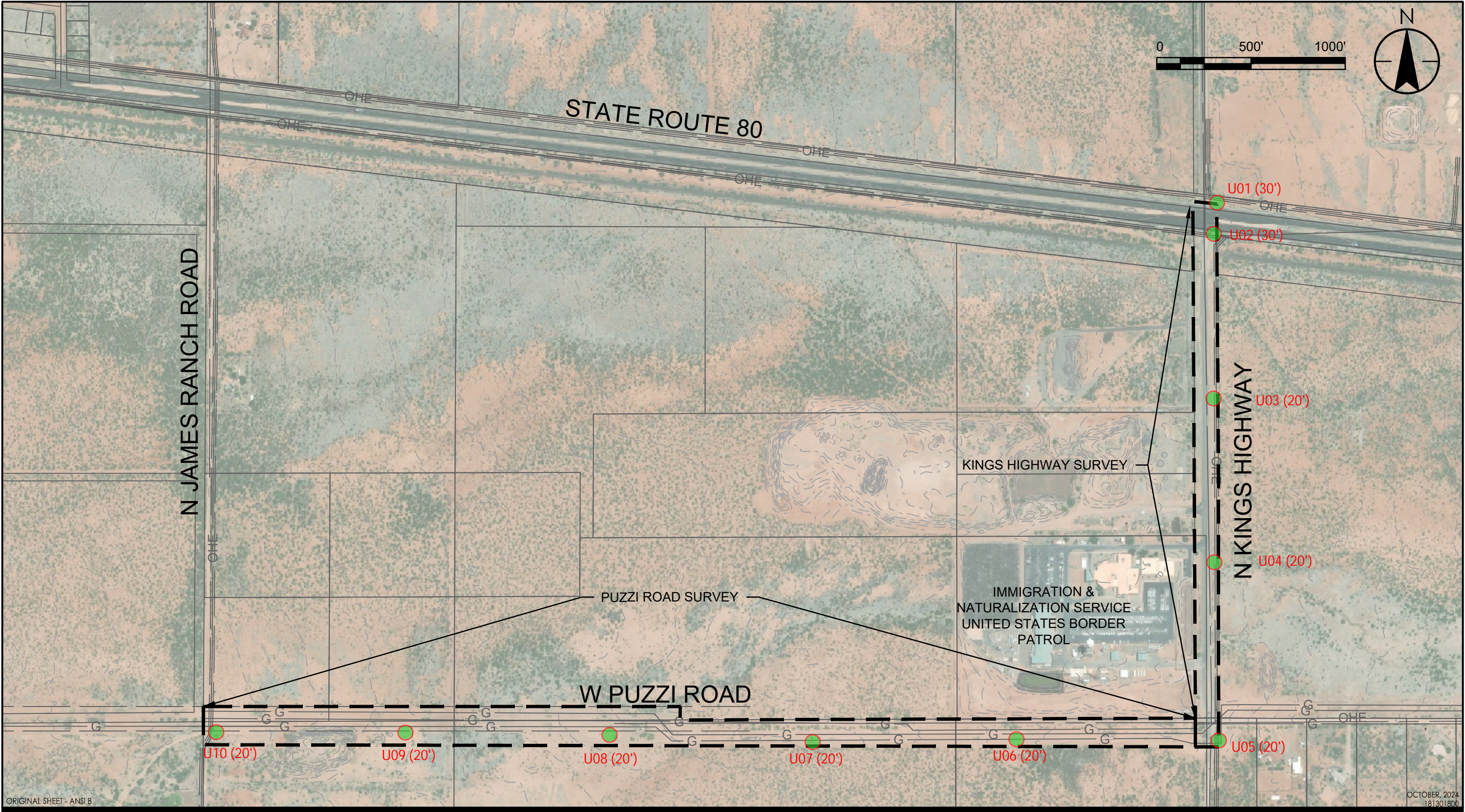
Sincerely,  
**SCE Engineering**

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\anpiazza\DC\ACCDocs\Stantec Consulting\181301800\_DOUGLAS\_POE\Project Files\01\_WIP\04\_civil\Exhibit\_Files\Survey\_Request\01800C-Survey\_Request\_Puzzi.dwg  
2024/10/09 2:42 PM By: Piazza, Andrew



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

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

Figure No.

1.0

Title

EXHIBIT 1 - PUZZI RD/KINGS HWY SURVEY REQUEST



Cochise County and City of Douglas, Arizona  
Commercial Port of Entry Water and Wastewater Infrastructure,  
Pipeline Along Kings Highway and Puzzi Road (Item 7)

Contract Type: LS

Date: 11/1/2024

Labor

Category	Labor Rate	Hours	Total Labor
Project Principal	\$165.00	9	\$1,485.00
Project Manager	\$155.00	15	\$2,325.00
Engineer	\$135.00	90	\$12,150.00
Designer	\$125.00	82	\$10,250.00
Clerical	\$95.00	10	\$950.00
<b>Total Labor Cost</b>		<b>206</b>	<b>\$27,160.00</b>

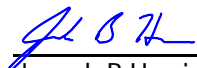
Direct Costs

Travel (Mileage) to Douglas, Arizona from Tucson, Arizona. 2 trips, at approximately 240 mile round trip each, at \$0.655 per mile	\$314.40
Lodging/Meals (3 days at \$156/day)	\$468.00
Permit Fees (No fee for ADOT)	\$0.00
<b>Total Direct Cost</b>	<b>\$782.40</b>

Subconsultants

Geomechanics Southwest, Inc. (Drilling)	\$21,804.20
Speedie and Associates, Inc. (Lab Testing)	\$5,718.00
<b>Total Subconsultant Cost</b>	<b>\$27,522.20</b>

<b>Total Fee</b>	<b>\$55,464.60</b>
------------------	--------------------

  
\_\_\_\_\_  
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	9	15	90	82	10	206	\$27,160.00
1	Project Administration	0	2	3	0	6	11	\$1,285.00
2	Field Reconnaissance	1	1	6	6	0	14	\$1,880.00
3	Data Collection	0	2	16	44	0	62	\$7,970.00
4	Data Reduction	1	3	16	20	0	40	\$5,290.00
5	Develop Recommendations	3	5	40	10	4	62	\$8,300.00
6	Project Coordination	0	1	9	2	0	12	\$1,620.00
7	QA/QC	4	1	0	0	0	5	\$815.00

### 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	6	6	0	14
Task 2.1	One site visit for two of SCE staff	1	1	6	6	0	14

Task 3	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Data Collection	0	2	16	44	0	62
Task 3.1	Perform 10 borings in support of pipeline design (3 days + 1 day to coordinate digging and access issues)	0	1	8	36	0	45
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	40	10	4	62
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	4	0	18
Task 5.3	Develop draft geotechnical report	1	2	16	4	4	27
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	4	1	0	0	0	5
Task 7.1	Internal quality control/quality assurance (QC/QA)	4	1	0	0	0	5

Tasks 1 - 7 Totals	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	9	15	90	82	10	206

**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	24	\$ 1,680.00
2	Hydrometer	D 422	130	0	\$ -
3	Atterberg Limits (LL/PL)	D 4318	70	24	\$ 1,680.00
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	Dry unit weight and water content	Measured Vol	25	10	\$ 250.00
				<b>TOTAL</b>	<b>\$ 5,718.00</b>



## Geomechanics Southwest, Inc.

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

AROC 079441 / ADWR 498

[www.gsidrilling.com](http://www.gsidrilling.com)

Date: October 31, 2024  
Proposal # 15524T

### Joseph B. Harris, P.E.

SCE Engineering  
510 E. 4<sup>th</sup> Street  
Tucson, Arizona 85705  
[joseph@sce.engineering.com](mailto:joseph@sce.engineering.com)

### RE: Geotech Services Request; Douglas POE Water & Wastewater Infrastructure Project

#### SCOPE: Item #7

- Provide a CME-75HT track-mounted drill and 3-man crew.
- Drill will come equipped with 3-1/4" ID HSA and required support equipment.
- Auger / Sample the following to depth or refusal:
  - 2/30', 8/20'
- Auger cuttings will be used to backfill all borings with the exception of U-01 & U-02 (cement sand / Portland mixture for backfill)
- GSI will mark out and call-in blue stake for drill locations.
- GSI assumes Shoulder Closure & Gore Closure for Traffic Control Plan.

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization / Local Travel	1	EACH	2900.00	\$2,900.00
Auger / Sample	220	L.F.	43.50	\$9,570.00
Blue Stake	1	EACH	600.00	\$ 600.00
Support Equipment	3	DAYS	700.00	\$2,100.00
Cement Sand / Portland Backfill (U-01 & U-02)	60	L.F.	15.00	\$ 900.00
Crew Lodging & Subsistence (2-men)	3	DAYS	500.00	\$1,500.00
Traffic Control (24 HR Shoulder Closure)	2	DAYS	1500.00	\$3,000.00
Fuel Surcharge	.06	%	20570.00	\$1,234.20
ESTIMATED TOTAL				\$ 21,804.20

**We estimate 3 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 103124 – Douglas POE Item 7



**GSI Estimate Conditions & Assumptions – RE: Proposal # 15524T**

- 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:



2024-10-31

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

Re:	<b>POE Topographic Survey</b> (the “Project”) SR80 and N. Cooper Road Douglas, Cochise County, Arizona Proposal to provide Surveying Services (the “Proposal”) Proposal No. 2024-224 Project Category: PUBLIC/CIVIC - Government: State
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Dear Cameron:

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

**Project Understanding**

It is our understanding that Bowman will provide Surveying services for the project referenced above in Douglas, Arizona.

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

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

**SCOPE OF SERVICES AND FEES**

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

**Topographic Survey (SC-01):**

- 1.0 State Route 80 Survey Request (ADOT ROW) Extents:
- Campus Drive (Cochise Community College) to N Copper Avenue (5.6 miles)
  - Bounded by the north edge of pavement on the SR-80 to the north boundary of ADOT ROW

## 2.0 Puzzi Ranch Road Survey Request (Private Property, Surveyor to obtain permission from property owner):

- Extents: N James Ranch Road to 200-ft east of N Kings Highway (1 mile)
- Bounded by the south side of T24S R27E S07, extending 150-ft south of S07
- Locate 3 Kinder Morgan Gas pipelines

## 3.0 Kings Highway Survey Request (Cochise County ROW):

- Extents: SR-80 to W Puzzi Ranch Road (1/2 mile)
- Locate ROW boundary and all area between the existing ROW from SR-80 to 200-ft south of the Puzzi Ranch Road Alignment

## 4.0 State Route 80 Crossing (ADOT ROW/Freeport McMoRan Easement):

- Intersection of SR 80 and Kings Highway
- Topo shots of intersection extending 75-ft in all directions from the edge of pavement or the ROW whichever is closest

The following items will be captured during data collection:

- Include horizontal & vertical points for all shots\* excluding the LIDAR captured information
- Existing infrastructure including:
  - APS Transmission Poles
  - Please ensure the same side of the pole is surveyed (preferably the south side)
  - Include Pole diameter
  - Drainage Infrastructure
  - Concrete structures (as we might have to rebuild some of the existing ones)
  - Inverts
  - Size/Material
  - Drainage corridor/swale cross-sections
  - Drainage Dykes
  - Cochise County ROW
  - Property boundaries along Puzzi Ranch Road
  - The east and west property lines along JRR 500 ft north and 500 feet south of the West Puzzi Ranch Road east-west section line
  - The Kings Highway ROW boundaries
  - Exist ADOT SR 80 EOP
  - 811 Blue-staked underground utilities (not to include Lumen or Cox communication lines)
  - Centerline of the three Kinder Morgan gas lines using the Kinder Morgan location markers.
  - SR 80 driveway aprons (EOP)
  - Freeport McMoRan easement at the intersection of SR 80 and Kings Highway.
  - Topo points every 100-ft for Kings Highway and James Ranch Road
  - Four survey tie in points to ROW Monumentation as discussed above.

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



Task	Description (SC)	Total	Fee Type
1	Topographic Survey (SC-01)	\$80,661.00	Lump Sum

**Total Contract Value      \$80,661.00**

## EXCLUSIONS

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

- No Record of Surveys,
- No Legal descriptions,
- No Parcel Splits,
- Items not specifically delineated in Scope.

## REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Bowman in the interest of the Project and will be invoiced at the actual cost to Bowman plus fifteen percent (15%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs.
- Fees and expenses of special consultants as authorized by the Client.
- Parking fees and mileage for employee travel by car to facilitate the project.

## REPROGRAPHIC AND COURIER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with Schedule A attached hereto.

## CLIENT RESPONSIBILITIES

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

- Unrestricted access to the sites.
- Existing plans from previous research.

## OTHER TERMS

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



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

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

Sincerely,

**BOWMAN CONSULTING GROUP LTD.**

A handwritten signature in black ink that reads "Kevin Riley". The signature is written in a cursive, slightly slanted style.

Kevin Riley  
Project Manager - Survey

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

**Stantec**

By:

Title:

Date:



## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE A - FEES FOR REPROGRAPHIC, DELIVERY, TRAVEL AND OTHER SERVICES

January 2024

#### Reprographic Services

B&W Photo Copies	\$0.35/sf, or \$0.23 for 8-1/2" x 11" sheet
Color Photo Copies	\$0.50/sf, or \$0.32 for 8-1/2" x 11" sheet
Printing (bond)	\$0.35/sf, or \$2.10 for 24" x 36" sheet
Printing (mylar)	\$3.00/sf, or \$18.00 for 24" x 36" sheet

Binding, Mounting and Folding of plan sets, reports, or drawings will be invoiced at our standard hourly rates. Copying of Plans that have been archived in storage is subject to a minimum archive retrieval fee of \$50 plus applicable reprographic fees above.

#### Delivery Services

In-house delivery services are invoiced at \$2.00 per mile (one way) and subject to a minimum \$20.00 charge for standard delivery during normal business hours. Rush services and times outside normal business hours are subject to a minimum \$20.00 surcharge.

Outsourced courier services (i.e. Federal Express, DHL, etc.) are invoiced at cost plus 15%.

#### Travel

Mileage for employee travel by car to facilitate the project, including travel to the project site and for meetings with the client, project team, contractors, or governmental agencies, will be invoiced at the current IRS standard mileage rate.

Airfare and/or lodging to facilitate the project will be coordinated with the client in advance and will be invoiced at cost plus 15%.

#### Miscellaneous

Other costs associated with sub-consultants, specialty equipment, laboratory testing, field testing, tolls, parking or other miscellaneous items will be invoiced at cost plus 15%.

Initials: Bowman *K.R.* / Client



## BOWMAN CONSULTING GROUP LTD.

### SCHEDULE B - HOURLY RATE - January 2024

CLASSIFICATION	HOURLY RATES
Principal	\$265.00/HR
Department Executive	\$220.00/HR
Senior Project Manager	\$210.00/HR
Project Manager	\$175.00/HR
Assistant Project Manager	\$160.00/HR
Project Coordinator	\$125.00/HR
Senior Surveyor	\$195.00/HR
Engineer I	\$135.00/HR
Engineer II	\$145.00/HR
Engineer III	\$170.00/HR
Planner I	\$110.00/HR
Planner II	\$130.00/HR
Planner III	\$190.00/HR
Designer I	\$120.00/HR
Designer II	\$145.00/HR
Designer III	\$160.00/HR
CADD Drafter I	\$ 95.00/HR
CADD Drafter II	\$105.00/HR
CADD Drafter III	\$120.00/HR
Landscape Architect I	\$130.00/HR
Landscape Architect III	\$175.00/HR
Right of Way Specialist I	\$ 96.00/HR
Right of Way Specialist II	\$115.00/HR
Right of Way Specialist III	\$140.00/HR
Survey Technician I	\$105.00/HR
Survey Technician II	\$115.00/HR
Survey Technician III	\$125.00/HR
Project Surveyor	\$175.00/HR
Survey Field Crew – 1 Man	\$135.00/HR
Survey Field Crew – 2 Man	\$175.00/HR
Survey Field Crew – 3 Man	\$215.00/HR
3D Scanning Crew	\$265.00/HR
Survey Field Technician	\$ 90.00/HR
3D/UAV Modeling Technician	\$150.00/HR
UAV Operation	\$265.00/HR
SUE Field Crew- 1 Man	\$145.00/HR
SUE Field Crew- 2 Man	\$165.00/HR
SUE Field Crew- 3 Man	\$215.00/HR
SUE Field Crew- 4 Man	\$275.00/HR
SUE Utility Coordinator	\$190.00/HR
SUE Technician I	\$ 90.00/HR
SUE Technician II	\$115.00/HR
SUE Technician III	\$140.00/HR
Machine Control Technician	\$270.00/HR
Administrative Professional	\$ 90.00/HR
Remote Sensing Technician I	\$105.00/HR
Remote Sensing Technician II	\$125.00/HR
Remote Sensing Technician III	\$145.00/HR

Initials: Bowman *K.R.* / Client



BOWMAN CONSULTING GROUP LTD.  
SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:	
Point of Contact:	
Phone:	
Fax:	
E-Mail:	
Billing Information:	
Billing Entity:	
Billing Address:	<input type="checkbox"/> Same as Proposal
	<input type="checkbox"/> If Different, Please Provide:
Billing Requirements:	
Invoice Due Date:	
Requirements/Attachments:	
Invoices Transmitted Via Electronic Mail to:	
Offer ACH Direct Deposit:	<input type="checkbox"/> Yes, Contact:
	<input type="checkbox"/> Not Sure, Contact Our Office
	<input type="checkbox"/> Not At This Time

Initials: Bowman *K.R.* / Client



## **BOWMAN CONSULTING GROUP LTD. TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **10. Ownership of Documents and Other Rights of Bowman.**

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

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

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

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

## **13. Limits of Scope.**

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

Initials: Bowman      *K.R.* / Client

## **APPENDIX E: FEE SPREADSHEET**





## FEE ESTIMATE

		Principal	Senior A/E or Prof Level IV	Project Manager	Prof Level III	Designer	Prof Level II	Expenses	Bowman Consulting	SCE Geotechnical
Project Billing Rate (T&M)		\$294.46	\$217.12	\$187.44	\$178.56	\$136.37	\$111.94	\$1.00	\$1.00	\$1.00
Total Units (T&M)		59	124	48	662	105	32	500.00	80,661.00	55,465.00
Fee (T&M)		\$17,373.14	\$26,922.88	\$8,997.12	\$118,206.72	\$14,318.85	\$3,582.08	\$500.00	\$80,661.00	\$55,465.00
Task Code	Task Name	Units								
101	Project Administration and Coordination									
101.100	Project Management	6		38			32			
101.150	Design Meetings	5			10	9				
101.170	Easement Support Services	24			60	36				
201	Subconsultant Services									
201.100	Geotechnical									55,465.00
201.300	Field Survey								80,661.00	
302	Pipeline Drawings and Specs									
302.100	Civil	4	28		266	44				
302.2	SR 80 Highway Crossing	2	60		82					
303	OPCC									
303.100	OPCC	3	33		13					
304	Permit Coordination									
304.100	Permit Coordination	4			84					
401	Construction Management									
401.100	Bidding Assistance	5			15					
401.200	Construction Monitoring		3	10	64					
401.300	Submittals, Shop Drawings, & RFIs	4			36					
401.400	Change Orders/Contract Change Directives	1			8					
401.500	Record Drawings	1			24	16				
901	Reimbursable Expenses									
901.100	Printing							500.00		
901.200	Travel									
Project Summary		Hours	Labour	Subs	Expense	Total				
Time & Material		1,030	\$189,400.79	\$136,126.00	\$500.00	\$326,026.79				