

September 24, 2025

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

Dear Mr. Luis Pedroza,

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

This letter is the Scope of Work for the ‘**Sanitary Sewer Design and Agency Permitting for West Douglas Utilities Expansion - 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 the southern boundary of the US Border Patrol Facility. The pipe will be designed to connect the US Border Patrol Facility to the Douglas Sewer Main at the north side of SR-80 and Kings Highway.

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 complements and is part of the Water, Wastewater, and Broadband Detailed Design along SR 80, which is currently in contractor selection for construction starting in Q3 2025.

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. Permitting the work with Cochise County and the Arizona Department of Environmental Quality (ADEQ).
4. Coordination with the Arizona Department of Transportation (ADOT). Permitting will take place in the construction phase.
5. Coordination with the Border Patrol Facility to identify the location of their service connection along Kings Highway.

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 October 20, 2025. The Kings Highway project will be incorporated into the overall project schedule once dates are agreed upon at the kickoff meeting.

Geotechnical Subcontractor and Survey Proposal:

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

The Fee:

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

The Engineering total fee (Stantec Labor, Subconsultants, and Stantec Expenses) for the Scope of Work is \$165,158.13. The total fee includes SCE Engineering providing geotechnical services for \$47,894.85, and Bowman Consulting providing survey for \$4,305.00. The Stantec expenses are \$500. The Fee does not include any construction activities.

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.

Smith, Cameron
Digitally signed by
Smith, Cameron
Date: 2025.09.24
09:13:27-07'00'

Cameron Smith P.E.
Civil Engineer
Phone: 480-798-3182
Cameron.Smith@stantec.com

Elizabeth Hamblin
Digitally signed by Elizabeth Hamblin
DN: C=US,
E=elizabeth.hamblin@stantec.com,
O=Stantec Consulting Services Inc,
CN=Elizabeth Hamblin
Location: Chandler, Arizona
Reason: I am approving this
document
Date: 2025.09.24 09:14:32-07'00'

Elizabeth Hamblin EIT
Project Manager
Phone: 602-575-6979
Elizabeth.Hamblin@stantec.com

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

INTRODUCTION

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

Scope of Work Elements	Length, ft
Sanitary Sewer Collection System	2,750

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

- Project Notice to Proceed: October 20, 2025
- Kickoff Meeting: October 27, 2025
- 90% Detailed Design: October 28, 2025, to May 9, 2026
 - Location of City infrastructure along 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
 - Field Survey
 - Border Patrol Station Service Coordination
 - Location of Utilities crossing SR 80, and along Kings Highway
- Cochise County and ADEQ Permit Coordination: January 27, 2026 to April 7, 2026
- ADOT Coordination will continue beyond the design phase. Permitting takes place during the construction phase.
- Final Detailed Design: January 27, 2026 to May 9, 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.

101 PROJECT ADMINISTRATION AND COORDINATION

TASK 101.100: PROJECT MANAGEMENT

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

The Project Schedule proposed for the Kings Highway Sanitary Sewer design is Appendix B of this document. Stantec will maintain a comprehensive project schedule that integrates the Kings Highway Sanitary Sewer design schedule. The project schedule will run concurrently with the SR 80 Utility Design project schedule, facilitating alignment in the SOW project timeline.

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

Assumptions:

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

Deliverables:

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

TASK 101.150: DESIGN MEETINGS

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



Meetings in this scope of work include:

1. One (1) virtual Kickoff Meeting approximately one to two weeks after receiving the Notice to Proceed. The Project Manager, Project Technical Leader, and Design Engineer working on the Kings Highway 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 meetings for the Kings Highway project are proposed to be integrated into the existing SR 80 Utilities biweekly meeting schedule. These meetings are a total of 1.5 hours encompassing several concurrent design projects and are virtual. Although the SR 80 design phase has concluded, remaining budget allocations will be utilized to continue these meetings throughout the duration of the Kings Highway Change Order Design. It is assumed that there will be design meetings until the end of March 2026 with up to 12 meetings. The Stantec team will include the Project Technical Leader, Project Manager, and a Design 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, and a Design Engineer to prepare the meeting agenda and record meeting notes. The meeting will be for up to two (2) hours.
 - a. For this meeting, Stantec discipline leaders with professional responsibility of their relevant field may attend during their part of the agenda and will participate virtually. The agenda and meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees.
 - b. The City of Douglas will be responsible for providing any comments regarding the 90% Plans and Technical Specifications at least one week prior to the meeting.
4. One (1) virtual meeting for final review of the IFC Plans and Technical Specification prior to Stantec issuing the Design Package to the City. The meeting duration will not exceed two (2) hours. Up to four (4) Stantec project members will attend virtually, including the Project Technical Leader, Project Manager, and a Design Engineer to prepare the meeting agenda and record meeting minutes.

- a. For this meeting, Stantec discipline leaders with professional responsibility of their relevant field may attend during their part of the agenda and will participate virtually. The agenda and meeting materials will be provided one week before the meeting date to allow for detailed preparation by attendees.

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

Assumptions:

- Public meetings are not included in this SOW.

Deliverables:

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

201 SUBCONSULTANT SERVICES

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

TASK 201.100: GEOTECHNICAL INVESTIGATION

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

All geotechnical investigations will be conducted in either ADOT or Cochise County right-of-way. It is not anticipated that any private property access will be needed for geotechnical investigation.

Assumptions:

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



Deliverables:

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

TASK 201.200: FIELD SURVEY

Field Survey: Per the scope provided by Bowman Consulting in **Appendix D**, Stantec will use the Cochise County LIDAR to develop the plan and profile. A surveyor contracted by Stantec will locate all relevant information pertaining to existing land and infrastructure conditions not identified by LIDAR from intersection of the SR 80 and Kings Highway, extending south along Kings Highway to the intersection of Puzzi Ranch Road, near the south boundary of the Border Patrol Station. The survey should encompass all pertinent features, including but not limited to, asphalt edge of pavement, drainage infrastructure, power poles, Right-of-Way, gas lines, communication lines, existing easements, and any other existing land and infrastructure conditions. The survey points should document site conditions and enter a universal coordinate database that will be supplied to Stantec.

The field survey will be conducted in either ADOT or Cochise County right-of-way. It is not anticipated that any private property access will be needed for the field survey.

Deliverables:

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

302 KINGS HIGHWAY PIPELINE DESIGN

TASK 302.100: CIVIL

1. This task will create the 90% and IFC Detailed Design of the sanitary sewer plan and profile drawings.
 - a. The sanitary sewer plan and profiles will be created from the north side of the SR 80 at Kings Highway, cross the SR 80 and head south along Kings Highway to the intersection of Puzzi Ranch Road, approximately 2,750 feet.
 - b. The sanitary sewer plans will connect to the SR 80 system at the intersection of Kings Highway and SR 80, assuming a trenchless crossing within ADOT and Cochise County right-of-way. These plans will detail the pipe diameter and alignment using bearings and coordinates, and will include dimensions from section lines, property lines, or easement boundaries for all new sanitary sewer pipes. The civil design will account for one new service connection to the Border Patrol Station. The service connection will feature a manhole and stub out to terminate 5-ft outside of the Border



Patrol Station property line. Horizontal locations of all existing and proposed structures will be included, along with all new utilities, existing contours, and areas of pavement replacement, in accordance with ADOT and/or Cochise County standards.

- 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
- Any Provisions to MAG 2024 Specifications - Three (3) 8.5" x 11" hard copies of the specifications delivered to the City and a OneDrive link to the electronic format (.pdf)

TASK 302.200: SR 80 TRENCHLESS CROSSING

The trenchless 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 Trenchless design criteria will be established from the geotechnical investigation at both ends of the carrier pipe under SR 80. The location of the ends of the carrier pipe will be reviewed and agree with ADOT and Cochise County.
3. The room for the trenchless 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.



Deliverables:

- The deliverable package 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)

TASK 303.100: OPCC

Stantec will prepare a detailed Opinion of Probable Construction Cost (OPCC) for this project, including summaries of bid items and quantities all based upon a unit price system. It will be based on the same approach as the OPCC for the SR 80 Utility Design Project. Such estimates are to be based on the best available data. Recent bid documents from the SR 80 design may assist in deriving accurate unit costs. OPCC's will be prepared for the 90% and IFC plans.

OPCC Milestones	Class
90%	3
IFC	2

Deliverables:

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

304 PERMIT COORDINATION

TASK 304.100: PERMIT COORDINATION

Stantec will identify permits required for the Project, including those which may be necessary for applications to, or permits from, local, state, and federal authorities. Stantec will 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. ADOT permitting will take place after the end of this scope, in the construction phase. Coordination will be done throughout the design phase.

Assumptions:

- Only one round of comments will be received from the necessary permitting agencies.

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)

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.
- This scope does not include design of the sanitary sewer system south of the Border Patrol Station.
- This scope assumes one service connection to the Border Patrol station.
- Construction of the Kings Highway sanitary sewer alignment is not included in this scope.
- Travel is not required as a part of this scope of work.



EXCLUSIONS

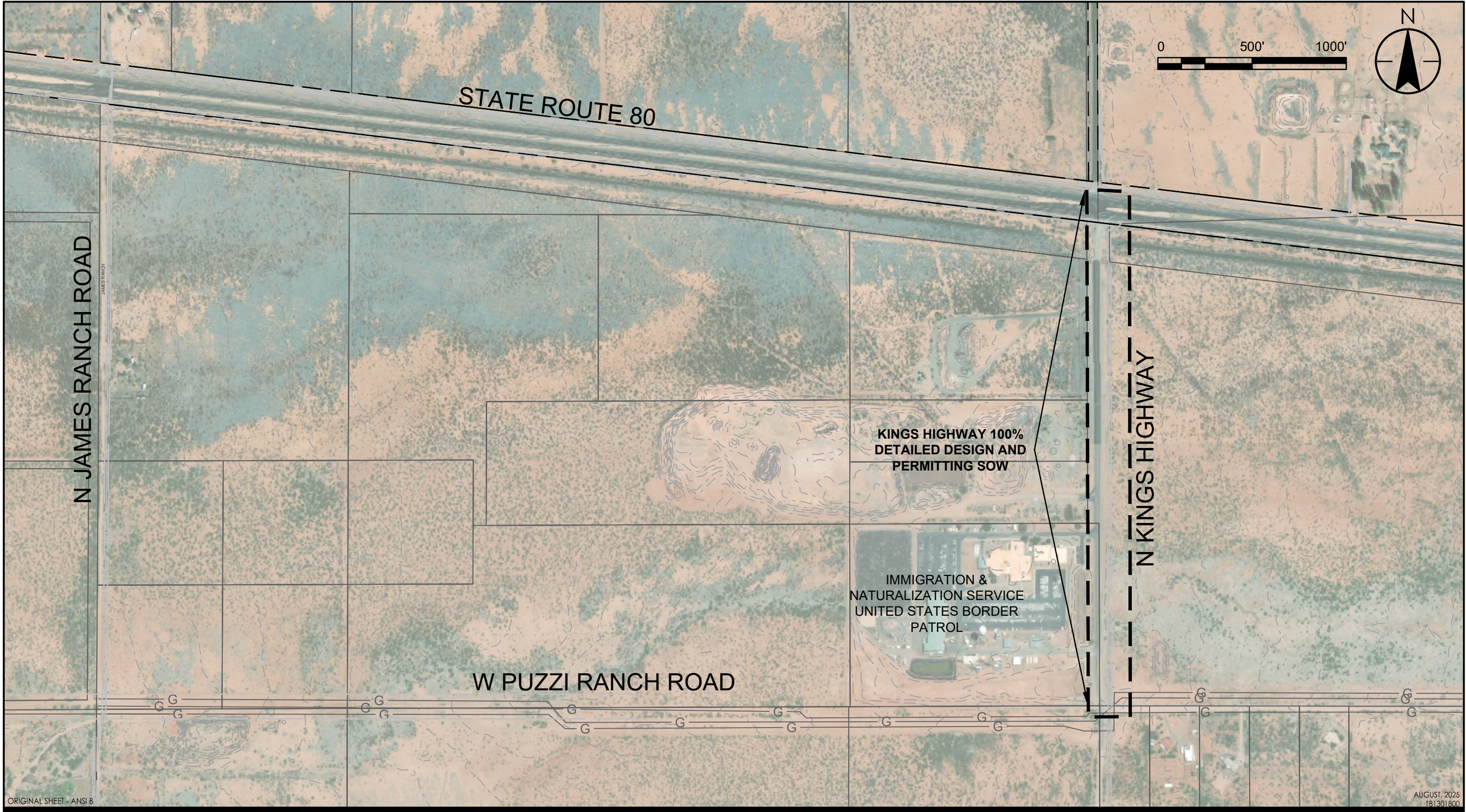
Items not specifically identified in the scope of service sections of this proposal are to be excluded from this work effort and would be considered additional services. Such services would include, but are not limited to, the following:

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

APPENDIX A: SITE LOCATION MAP



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2025/08/07 7:46 AM 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
SCOPE OF WORK EXHIBIT - SANITARY SEWER

APPENDIX B: DRAFT PROJECT SCHEDULE



Task Name	Duration	Start	Finish
Kings Highway Change Order	201 days	10/20/2025	5/9/2026
NTP	0 days	10/20/2025	10/20/2025
Kickoff Meeting	0 days	10/27/2025	10/27/2025
Cochise County Coordination	91 days	10/28/2025	1/27/2026
Border Patrol Station Service Coordination	91 days	10/28/2025	1/27/2026
ADOT Coordination	193 days	10/28/2025	5/9/2026
Detailed Design & Permitting	193 days	10/28/2025	5/9/2026
90% Detailed Design	91 days	10/28/2025	1/27/2026
Cochise County Permitting	70 days	1/27/2026	4/7/2026
ADEQ Permitting	70 days	1/27/2026	4/7/2026
Final Detailed Design	102 days	1/27/2026	5/9/2026

APPENDIX C: PRELIMINARY DRAWING LIST





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

Rev. Date: 8/8/2025
By: 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	Sanitary Sewer Coversheet	GENERAL	Copy from SR80 plans
2	General Notes	GENERAL	Copy from SR80 plans
3	Legend and Abbreviations	GENERAL	Copy from SR80 plans
4	Quantities	GENERAL	Copy from SR80 plans
5	Survey Control	GENERAL	Copy from SR80 plans
6	Sanitary Sewer Profile Key Map	GENERAL	
7	Kings Highway Sanitary Sewer Plan and Profile	WASTEWATER	Connection to SR80 Utilities
8	Kings Highway Sanitary Sewer Plan and Profile	WASTEWATER	
9	Kings Highway Sanitary Sewer Plan and Profile	WASTEWATER	
10	Border Patrol Service Connection	WASTEWATER	
11	Sanitary Sewer Details	DETAILS	
12	Jack and Bore Details	DETAILS	
13	Jack and Bore Details	DETAILS	

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 (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 (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 (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: 8/18/2025

B. SCOPE OF WORK

1. Project Administration

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

2. Field Reconnaissance

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

3. Data Collection

- **Task 3.1** – Perform 7 borings, ranging in depth from 20-feet to 30-feet, in support of the proposed pipeline design (total linear footage is 165-feet). 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.
- It is not anticipated that right-of-entry for private property will be needed. However, if right-of-entry for private property is needed, it is assumed it 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 7 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 2 days of field work (not including travel) and 1 additional day of field reconnaissance (including travel). The field work can typically be initiated 3-weeks after the latter of the following events, pending prior defined schedules:

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

Once the fieldwork is complete, we anticipate 6 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

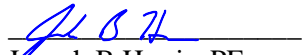
The costs for the scope of work and the assumptions noted above are estimated to be \$47,894.85. Detailed breakdown of labor effort for design is attached.

G. CLOSURE

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

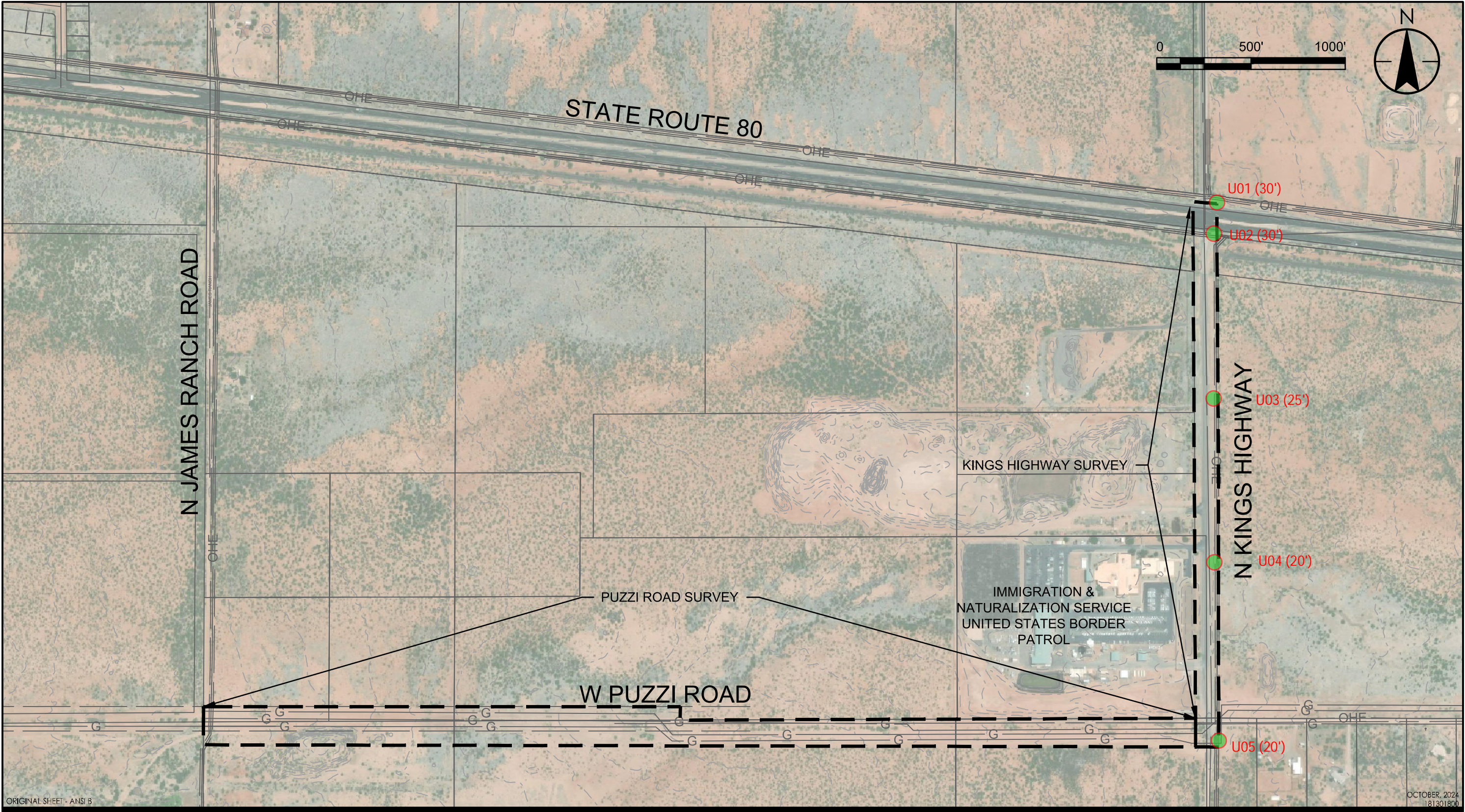
Please contact the undersigned if you have any questions or comments or require any further information. We look forward to working with Stantec on this challenging project.

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

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2024/10/09 2:42 PM By: Piazza, Andrew



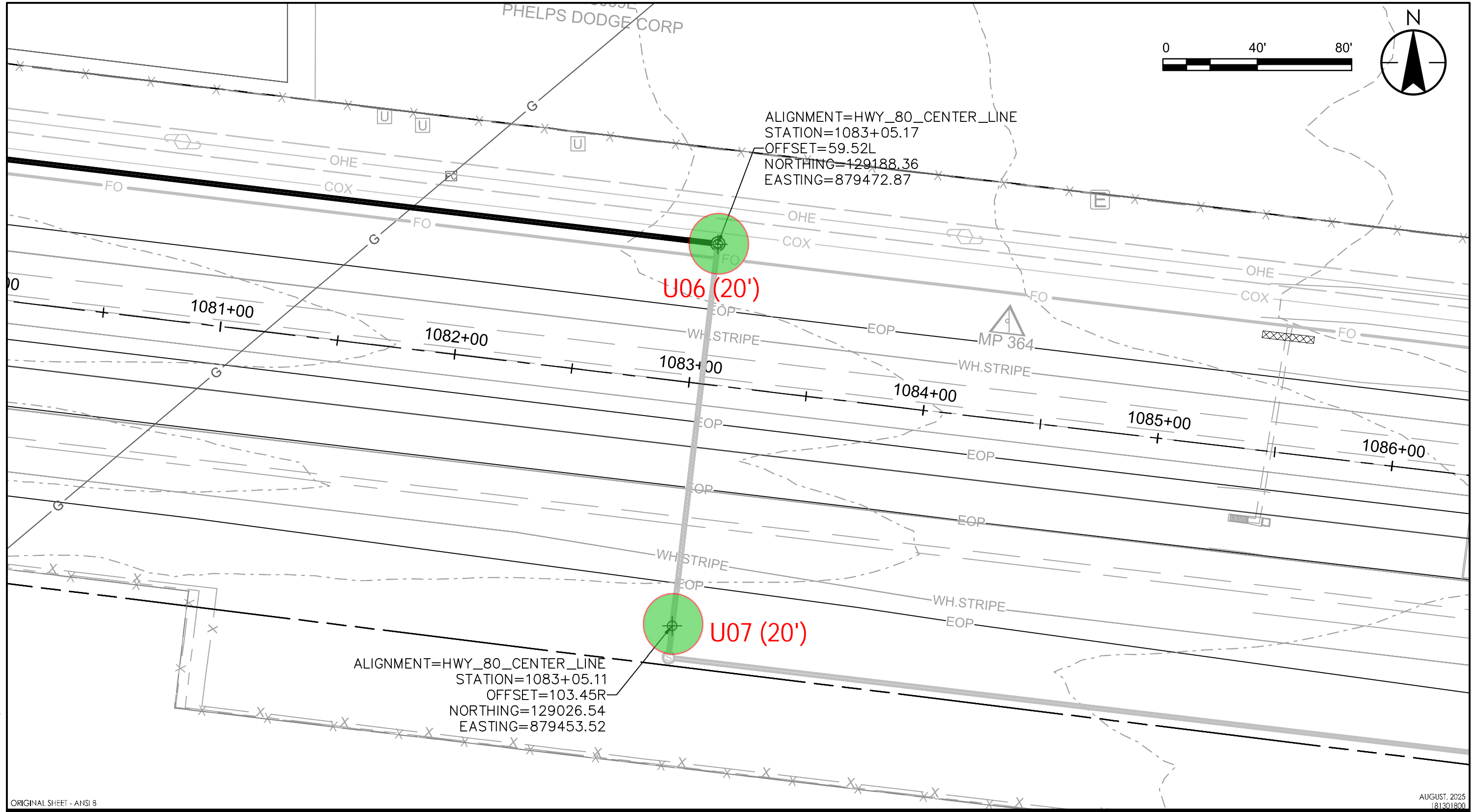
3133 W Frye Rd, Suite 300
Chandler, AZ
www.stantec.com

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

Figure No.
1.0

Title
EXHIBIT 1 - PUZZI RD/KINGS HWY SURVEY REQUEST

C:\Users\anpiazza\DC\ACCDocs\Stantec Consulting\181301800_DOUGLAS_POE\Project Files\01_WIP\04_civil\Exhibit_Files\Kings_Change_Order\01800C-Puzzi_Kings_CO.dwg
2025/08/12 4:22 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
SCOPE OF WORK EXHIBIT - SANITARY SEWER

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

Contract Type: LS

Date: 8/18/2025

Labor

Category	Labor Rate	Hours	Total Labor
Project Principal	\$208.76	12	\$2,505.12
Project Manager	\$187.44	14	\$2,624.16
Engineer	\$125.02	86	\$10,751.72
Designer	\$102.00	80	\$8,160.00
Clerical	\$107.42	10	\$1,074.20
Total Labor Cost		202	\$25,115.20

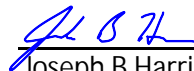
Direct Costs

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
Total Direct Cost	\$782.40

Subconsultants

Geomechanics Southwest, Inc. (Drilling)	\$18,256.25
Speedie and Associates, Inc. (Lab Testing)	\$3,741.00
Total Subconsultant Cost	\$21,997.25

Total Fee	\$47,894.85
-----------	-------------



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	12	14	86	80	10	202	\$25,115.20
1	Project Administration	0	2	3	0	6	11	\$1,394.46
2	Field Reconnaissance	1	1	6	6	0	14	\$1,758.32
3	Data Collection	2	2	14	38	0	56	\$6,418.68
4	Data Reduction	2	2	12	20	0	36	\$4,332.64
5	Develop Recommendations	3	5	40	14	4	66	\$8,421.96
6	Project Coordination	0	1	9	2	0	12	\$1,516.62
7	QA/QC	4	1	2	0	0	7	\$1,272.52

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	2	2	14	38	0	56
Task 3.1	Perform 7 borings in support of pipeline design (2 days + 1 day to coordinate digging and access issues)	1	1	6	30	0	38
Task 3.2	Coordinate laboratory testing, deliver samples	1	1	3	3	0	8
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	2	2	12	20	0	36
Task 4.1	Evaluation of soil data	1	1	4	4	0	10
Task 4.2	Develop boring logs	1	1	8	16	0	26

Task 5	Description	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	Develop Recommendations	3	5	40	14	4	66
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	8	4	31
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	2	0	0	7
Task 7.1	Internal quality control/quality assurance (QC/QA)	4	1	2	0	0	7

Tasks 1 - 7 Totals	Project Principal	Project Manager	Project Engineer	Designer/Drafter	Clerical	Total by Task
Total by Category	12	14	86	80	10	202

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	15	\$ 1,050.00
2	Hydrometer	D 422	130	0	\$ -
3	Atterberg Limits (LL/PL)	D 4318	70	15	\$ 1,050.00
4	Water content	D 2216	12	5	\$ 60.00
5	pH	ADOT 236	42	3	\$ 126.00
6	Soluble sulfates	D 4542	80	3	\$ 240.00
7	Chlorides	D 4542	80	3	\$ 240.00
8	Minimum Resistivity	ADOT 236	100	3	\$ 300.00
9	Proctor (moisture-density) test	D 698	130	3	\$ 390.00
10	Loss of ignition (organic content)	D 2974	80	2	\$ 160.00
11	Dry unit weight and water content	Measured Vol	25	5	\$ 125.00
				TOTAL	\$ 3,741.00



Geomechanics Southwest, Inc.

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

AROC 079441 / ADWR 498

www.gsidrilling.com

Date: August 18, 2025
Proposal # 15524T

Joseph B. Harris, P.E.

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

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

SCOPE: Item #7

- Provide a CME-75HT track-mounted drill and 2-man crew.
- Drill will come equipped with 3-1/4" ID HSA and required support equipment.
- Auger / Sample the following to depth or refusal:
 - 2/30' (U01 & U02) (Assumed Shoulder Closure & Gore Closure)
 - 1/25' (U03) (Assumed Shoulder Closure)
 - 2/20' (U04 & U05) (Assumed Shoulder Closure)
 - 2/20' (U06 & U07) (Assumed Shoulder Closure)
- Auger cuttings will be used to backfill all borings except for 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	165	L.F.	51.25	\$8,456.25
Blue Stake	1	EACH	600.00	\$ 600.00
Support Equipment	2	DAYS	700.00	\$1,400.00
Cement Sand / Portland Backfill (U-01 & U-02)	60	L.F.	15.00	\$ 900.00
Crew Lodging & Subsistence (2-men)	2	DAYS	500.00	\$1,000.00
Traffic Control (24 HR Shoulder Closure)	2	DAYS	1500.00	\$3,000.00
ESTIMATED TOTAL				\$18,256.25

We estimate 2 days to complete.

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

Respectfully submitted by,

GEOMECHANICS SOUTHWEST, INC.

Steve Bradshaw
Vice President

SLB/sb
Copies (1) addressee
SCE 103124 – Douglas POE Item 7 (rev.1)



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:



2025-08-15

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

Re:	Stantec - Kings Highway Topography (the "Project") SR 80 and Kings Hwy Douglas, Cochise County, AZ, 85607 Proposal to provide Survey Services (the "Proposal") Proposal No. 2025-109 Project Category: PUBLIC/CIVIC - Government: Infrastructure: Legacy Pre-2022
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Dear Cameron:

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

Project Understanding

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

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

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

SCOPE OF SERVICES AND FEES

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

1. Topographic Survey (SC-01)

150' wide topography corridor, centered on Kings Highway, from SR80 to Puzzi Ranch Rd., Total length of 1/2 mile +/-

- Include horizontal & vertical points for all shots* excluding the LIDAR captured information
- Existing infrastructure including:
- APS Transmission Poles

Bowman

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

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

FEE: \$4,305.00 Lump Sum

SUMMARY MATRIX

Task	Description (SC)	Total	Fee Type
1	Topographic Survey (SC-01)	\$4,305.00	Lump Sum

Total Contract Value \$4,305.00

ASSUMPTIONS

The fees quoted above are based on work being performed in a systematic, orderly, and progressive manner. If this is impossible because of circumstances peculiar to the particular operations, lump sum fees listed shall not apply, and instead work will be billed in accordance with our prevailing hourly rate schedule. The following circumstance, among others will necessitate charges being based on hourly rates:

- Work requiring less than 4-hour survey party day at the site, unless performed at our discretion.
- Re-stakes of all types.
- Work area not cleared of trash, building materials, vehicles, earth, etc.
- Both horizontal and/or vertical control points destroyed so as to require resetting necessary control for the job.
- Work requiring overtime when requested by you. Under these conditions, hourly rates will be at 1.5 times the quoted hourly rates charged. Sundays and holidays will be billed at 2.0 times the appropriate rate. All overtime is subject to the availability of personnel.
- Any additional work requested that is not specifically covered in the above scope of work.
- Cut sheets will be delivered by close of business the day following completion of stakeout.
- Client is responsible to provide traffic control, if needed.
- A minimum 48-hour notification is required for all stakeout requests.



EXCLUSIONS

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

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

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 script is fluid and cursive, with the first letters of each word being capitalized and prominent.

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 2025

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 2025

SURVEY	STANDARD RATE
Principal	\$275.00/HR
Senior Surveyor	\$195.00/HR
Project Manager	\$185.00/HR
Assistant Project Manager	\$165.00/HR
Survey Technician III II I	\$130.00/HR \$120.00/HR \$110.00/HR
Survey Field Crew – 1 Man	\$140.00/HR
Survey Field Crew – 2 Man	\$180.00/HR
Survey Field Crew – 3 Man	\$220.00/HR
Project Surveyor	\$175.00/HR
3D Scanning Crew	\$265.00/HR
Survey Field Technician	\$ 95.00/HR
3D/UAV Modeling Technician	\$150.00/HR
UAV Operation	\$275.00/HR
Machine Control Technician	\$270.00/HR
Remote Sensing Technician III II I	\$152.00/HR \$130.00/HR \$110.00/HR
Administrative Professional	\$ 95.00/HR

Initials: Bowman *K.R.* / Client

Table 77 - DEFAULT 2025 Arizona



BOWMAN CONSULTING GROUP LTD.
SCHEDULE C - REQUEST FOR INFORMATION

Accounts Payable Contact:

Point of Contact:

Phone:

Fax:

E-Mail:

Billing Information:

Billing Entity:

Billing Address: ☐ Same as Proposal

☐ If Different, Please Provide:

Billing Requirements:

Invoice Due Date:

Requirements/Attachments:

Invoices Transmitted Via Electronic Mail to:

Offer ACH Direct Deposit: ☐ Yes, Contact:

☐ Not Sure, Contact Our Office

☐ Not At This Time

Initials: Bowman *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 - City of Douglas Kings Highway

		Senior A/E	Project Manager	Prof Level III	Designer	Prof Level II	Expenses	Bowman Consulting	SCE Geotechnical		
Project Billing Rate (T&M)		\$217.12	\$187.44	\$178.56	\$136.37	\$111.94	\$1.00	\$1.00	\$1.00		
Total Units (T&M)		51	19	501	40	26	500.00	4,305.00	47,894.85		
Total Fee (T&M)		\$11,073.12	\$3,561.36	\$89,458.56	\$5,454.80	\$2,910.44	\$500.00	\$4,305.00	\$47,894.85		
Task Code	Task Name	Units								Hours	Total
101	Project Administration and Coordination									85	\$13,768.44
101.100	Project Management		14	20		26				60	\$9,105.80
101.150	Design Meetings	4	5	16						25	\$4,662.64
201	Subconsultant Services									0	\$52,199.85
201.100	Geotechnical Investigation								47,894.85	0	\$47,894.85
201.200	Field Survey							4,305.00		0	\$4,305.00
302	Kings Highway Pipeline Design									465	\$83,000.88
302.100	Civil	23		322	40					385	\$67,944.88
302.200	SR 80 Trenchless Crossing	20		60						80	\$15,056.00
303	Opinion of Probably Construction Cost (OPCC)									35	\$6,403.84
303.100	OPCC	4		31						35	\$6,403.84
304	Permit Coordination									52	\$9,285.12
304.100	Permit Coordination			52						52	\$9,285.12
901	Reimbursable Expenses									0	\$500.00
901.100	Printing						500.00			0	\$500.00
Project Summary		Hours	Labor	Subs	Expense	Total					
Time & Material		637	\$112,458.28	\$52,199.85	\$500.00	\$165,158.13					

CONTRACT ADDENDUM

CITY OF TUCSON BUSINESS SERVICES DEPARTMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4118 / FAX: (520) 791-4735
Sandra.alcorn@tucsonaz.gov
ISSUE DATE: April 7, 2023

CONTRACT # 181820-02
CONTRACT ADDENDUM NUMBER: FOUR (4)
PAGE 1 of 1
SA
CONTRACT OFFICER: Sandra Alcorn

ON-CALL CIVIL ENGINEERING

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM 1: CONTRACT RENEWAL

Pursuant to the contract, Special Terms and Conditions, Number 4, Contract Term and Renewal the City is hereby exercising its option to extend the contract for the period of **March 8, 2023 through March 7, 2024.**

ITEM 2: RATE ADJUSTMENT

In accordance with Contract Special Terms and Conditions, Section 5, Rate Adjustment, the City hereby accepts the proposed price adjustment per the attached updated fee summary.

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

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

CONTRACTOR:

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE ADDENDUM



Digitally signed by Vandenberg,
Katy
Date: 2023.04.10 09:14:09 -06'00'

Signature of person authorized to sign Date

Katy Vandenberg, Principal

Name and Title (typed or printed legibly)

Stantec Consulting Services Inc.

Company Name

410 17th Street, Suite 1400

Address

katy.vandenberg@stantec.com

Email Address

Denver CO 80202

City State Zip

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

Kiersten Wangsvick, Principal

Name and Title (typed or printed legibly)

520-247-1701

Phone Number

Kiersten.Wangsvick@stantec.com

Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT ADDENDUM

IS HEREBY EXECUTED THIS 12th DAY
OF April, 2023, AT TUCSON, ARIZONA.

Dan Longanecker for
Director of Business Services and not personally

FEE ESTIMATE SUMMARY

DATE: March 22, 2023

PROJECT: On Call Civil Engineering Services

PREPARED BY: Elizabeth Hamblin/Kiersten Wangsvick CONTRACT NUMBER 18120-02

EFFECTIVE DATE March 8, 2023 PRIME CONTRACTOR Stantec

CONTRACT TIME Two Years CONTRACT TYPE Lump Sum per Task Order

ITEM NO.	FIRM	Discipline	A	B	C	D
			Direct Labor Rate	Overhead <u>165.25</u> %	Profit <u>10</u> %	Billing Rate
1	Stantec	Principal	\$100.92	\$166.77	\$26.77	\$294.46
2	Stantec	Project Manager	\$64.24	\$106.16	\$17.04	\$187.44
3	Stantec	Senior A/E	\$74.41	\$122.97	\$19.74	\$217.12
4	Stantec	A/E	\$57.57	\$95.13	\$15.27	\$167.97
5	Stantec	Designer	\$46.74	\$77.24	\$12.40	\$136.37
6	Stantec	CADD	\$34.39	\$56.83	\$9.12	\$100.34
7	Stantec	Prof Level IV	\$74.41	\$122.97	\$19.74	\$217.12
8	Stantec	Prof Level III	\$61.20	\$101.13	\$16.23	\$178.56
9	Stantec	Prof Level II	\$38.37	\$63.40	\$10.18	\$111.94
10	Stantec	Prof Level I	\$32.88	\$54.34	\$8.72	\$95.95
11	Stantec	Clerical/Admin	\$31.24	\$51.62	\$8.29	\$91.15
12	Stantec	Survey Crew- 3 Man				\$390.00
13	Stantec	Survey Crew- 2 Man				\$290.00

Formulas

(A) Direct Labor Rate

(B) Overhead @ 165.25 % X (A)

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

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