



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 06/17/25

** = Mandatory, information must be provided*

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

PSOMAS INC (Headquarters: Los Angeles, California)

***Project Title/Description:**

Design Engineering Services for: Campbell Extension – Santa Cruz Impact Benefit Area (4SCIFP)

***Purpose:**

Award: Contract No. PO2500015307. This award is recommended to the highest ranking qualified consultant in the amount of \$896,983.00 for a contract term from 06/17/25 to 12/31/26 for the design of the Campbell Extension – Santa Cruz Impact Benefit Area Project. Administering Department: Project Design and Construction.

***Procurement Method:**

Request for Qualifications NO. RFQu-2400005318 was conducted in accordance with A.R.S. §34-603 and Pima County Board of Supervisors Policy D29.1. Three responsive statements of qualifications were received and evaluated by a 7 member committee using qualifications and experience-based selection criteria. Based upon the evaluation of the respondents' written representations of their qualifications and necessary due diligence, a short list of 3 respondents were invited to interviews. As a result of the combined scoring of the written statements of qualifications and interviews, the highest ranking qualified consultant is recommended for award.

Attachments: Notice of Recommendation for Award, Risk Management Approval and Contract.

***Program Goals/Predicted Outcomes:**

Connect and continue Campbell Avenue from its current terminus in the Madera Highlands subdivision to Josephine Canyon Road. This project will provide a Multi-Use Path and an all-weather crossing at Sawmill Canyon Wash.

***Public Benefit:**

The connection of Campbell Avenue and the crossing at Sawmill Canyon Wash will provide reduced rail crossings and wait times for vehicles, including first responders, provide an alternative route when Madera Canyon Road floods from inclement weather, reduce train and vehicular interactions, and will add an additional connection between the Town of Sahuarita and Green Valley with opportunities for development along the route.

***Metrics Available to Measure Performance:**

The performance will be measured using the consultant evaluation process as outlined in BOS Policy D29.1 (E).

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: PO Department Code: PDC Contract Number (i.e., 15-123): PO2500015307
 Commencement Date: 06/17/25 Termination Date: 12/31/26 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 896,983.00 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required: Santa Cruz Impact Fees**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☒ Yes ☐ No
 If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No
 If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required: _____**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required: _____**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____




*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: James Johnson Digitally signed by James Johnson Date: 2025.05.29 11:58:10 -07'00' Division Manager: Scott Loomis Digitally signed by Scott Loomis Date: 2025.05.29 12:04:58 -07'00'

Department: Procurement Director: Bruce D Collins Digitally signed by Bruce D Collins Date: 2025.05.29 14:33:29 -07'00' Telephone: 520-724-3727

Department Director Signature:  On Behalf of Rod Lane Date: 5/30/2025
 Deputy County Administrator Signature:  Date: 6/3/2025
 County Administrator Signature:  Date: 6-4-2025



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: May 21, 2025

The Pima County Procurement Department hereby issues formal notice to respondents to Solicitation No. **RFQu-2400005318, Design Engineering Services for Campbell Extension – Santa Cruz Impact Fee Benefit Area (4SCIFP)** that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors, on or after, June 17, 2025.

Award is recommended to the Most Qualified Respondent.

AWARDEE NAME:

PSOMAS INC

OTHER FIRMS:

WSP USA INC.

NOTE: Pursuant to A.R.S. §34-603(H), only the names of the firms on the final list may be disclosed.

Issued by: /s/ Judy Cooper

Telephone Number: (520) 724-3727

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov



Modification to Insurance or Indemnity Clause

Date: 5/28/2025

Requestor Name: James Johnson

Department: Procurement

☐

Change to Insurance

☒

Change to Indemnity

Supplier Name: PSOMAS Inc

Contract No: PO2500015307

Project Title/Description:

Design Engineering Services for Campbell Extension - Santa Cruz Impact Benefit Area.

Requested Change:

Change to: ARTICLE 9 - INDEMNIFICATION

9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnatee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any

☒

Approved

☐

Denied

Risk Management:

Comments:

PIMA COUNTY PROJECT DESIGN AND CONSTRUCTION DEPARTMENT

PROJECT: Design Engineering Services For: Campbell Extension – Santa Cruz Impact Benefit Area (4SCIFP)

CONSULTANT: PSOMAS INC
1745 E River Road, Suite 245
Tucson, AZ 85718

CONTRACT NO.: PO2500015307

AMOUNT: \$896,983.00

FUNDING: Santa Cruz Impact Fees

CONSULTANT SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is entered into between Pima County, a body politic and corporate of the State of Arizona, hereafter called County, and PSOMAS INC, hereinafter called Consultant, and collectively referred to as the Parties.
- 1.2. Authority. County requires the services of a Consultant registered in the State of Arizona and qualified to provide Architectural and Engineering Design Services for the Campbell Extension – Santa Cruz Impact Benefit Area (4SCIFP) (“Project”).
- 1.3. Solicitation. County previously issued Solicitation No. RFQu-2400005318 for Design Engineering Services for Campbell Extension – Santa Cruz Impact Benefit Area (4SCIFP) (Solicitation). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Consultant in response to the Solicitation, are incorporated into this Contract by reference.
- 1.4. Consultant’s Response. Consultant’s representations in response to Pima County Solicitation No. RFQu-2400005318, Consultant was determined to be the most qualified for this Project.

2. Term and Extension/Renewal/Changes.

- 2.1. Initial Term. This Contract, as approved by the Board of Supervisors, commences on June 17, 2025, and terminates on December 31, 2026, unless sooner terminated or further extended pursuant to the provisions of this Contract.
- 2.2. Extension Options. County has the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date must be by formal written amendment executed by the Parties.

3. **Scope of Services.** Consultant agrees to provide Architectural and Engineering Design Services for the County as described in Exhibit A – Scope of Services (16 pages), an attachment to this contract, and to complete such services within the term and value of this contract as it may be modified in accordance with Section 5. Amendments and changes to the Scope must be approved by the Board of Supervisors or the Procurement Director before the work under the amendment commences.

4. Definitions.

- 4.1. Other Direct Costs. Other Direct Costs are those costs that can be specifically identified within this Contract, are required for performance of the Contract, and are actually incurred. This includes Subcontract or Subconsultant costs; reproduction, copy and printing costs; courier services; and similar costs specifically necessary for this Contract and approved by County.
- 4.2. Cost Plus Fixed Fee. The modified Cost Plus Fixed Fee (CPFF) is a compensation method that provides compensation to Consultant for actual costs of Direct Labor, Indirect, and Other Direct Costs incurred up to a "not-to-exceed" amount, plus a fixed Fee amount for the successful performance of the work. The Fee amount may initially be determined as a percentage of the estimated not-to-exceed costs. Once negotiated, the Fee amount becomes fixed and does not vary with actual costs. The Fee may only be in accordance with Section 5.
- 4.3. Critical Path Method. The Critical Path Method (CPM) is a way of depicting the sequence of activities in a project, including interdependencies, and containing all activities needed for successful completion of the Work. Delay in the completion of activities on the critical path will extend the completion date.
- 4.4. Direct Labor Costs. Direct Labor Costs are the total number of allowable hours worked on the Project by each individual multiplied by the Labor Rate, identified in Exhibit B – Compensation Schedule (44 pages).
- 4.5. Fee. Fee is the amount, independent of actual costs, that the Consultant is allowed for assuming risk and to stimulate efficient contract performance. Fee includes compensation to Consultant for both profit and unallowable costs. Efficient cost control will allow Consultant to earn a higher profit margin without adjustment of the fee amount. Conversely, inefficient cost control will result in a lower profit margin.
- 4.6. Float. Float is the number of days by which an activity not on the critical path in a CPM network may be delayed before it extends the completion date.
- 4.7. Labor Rates. Labor rates are the actual cost of salary paid to employees of Consultant and identified in Exhibit B – Compensation Schedule.
- 4.8. Not to Exceed Cost. The Not to Exceed Cost for a task is the sum of the agreed Direct Labor costs, indirect costs, and other reimbursable costs of the task defined in the original Project Baseline. Actual Direct Labor costs may be invoiced based on hours worked, per discipline, per task, or a percent complete by task for the period. Consultant assumes all risk for providing the requested task/deliverables at or below the original estimated cost, unless an equitable adjustment to the scope and/or fee are made by amendment to the Contract. Any costs incurred by Consultant beyond the not-to-exceed amount identified which are not attributable to any change in the project baseline are unallowable. Unallowable costs are compensated through the Consultant's fixed Fee.
- 4.9. Indirect Costs. Indirect costs are at the overhead rate identified in Exhibit B – Compensation Schedule.
- 4.10. Project Baseline. The agreed Contract scope of services, total Not-to-Exceed Cost Plus Fixed-Fee (CPFF), the allocation thereof among Contract tasks, and the accompanying schedule and expectations/assumptions upon which the scope of services and schedule are based, collectively constitute the Project Baseline.

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Consultant on a modified Not-to-Exceed Cost plus Fixed Fee (CPFF) basis, not to exceed the total amount of this Contract. Cost is comprised of Consultant's Direct Labor Costs, Indirect Costs and Other Direct Costs. Consultant's fee will remain fixed and may be adjusted only as provided in Section 5 and Section 6.

- 5.2. Compensation Schedule. Consultant's total CPFF will be allocated among the major tasks contemplated by this Contract in such manner that each major deliverable will have associated with it a not-to-exceed cost, plus a fixed fee amount, incorporated herein as Exhibit B – Compensation Schedule. Consultant may invoice monthly for the actual costs incurred plus a pro-rata portion of the fee amount for each task. Consultant will calculate actual costs based on actual hours spent, to which the agreed overhead rate may be applied, plus Other Direct Costs. Actual Costs may then be represented as percentage of the “not to exceed” cost amount associated with that task on the Consultant’s invoice for billing purposes. Calculations and supporting data will be made available to County at any time, upon request. The cumulative payment for the actual costs of any task may not be more than the “not to exceed” cost amount associated with that task. Upon completion of the Scope of Work, (including acceptance by County of all associated deliverables), County will pay the balance of the fixed fee to Consultant.
- 5.3. Hourly Rates. Hourly rates and all other rates included under this Contract will remain fixed throughout the term of the contract. County may consider adjustments to rates in connection with any extensions of the contract term.
- 5.4. Maximum Payment Amount. The total of all payments to Consultant for services provided under this Contract will not exceed \$896,983.00.
- 5.5. Timing of Invoices. Unless otherwise agreed, Consultant will submit invoices monthly.
- 5.6. Content of Invoices. All invoices will be accompanied by a narrative description of the work performed during the period covered by the invoice, time accounting information, and an allocation of all direct costs, including reimbursable costs and Subconsultant charges, to the tasks identified in the Scope of Services for which those costs were incurred. The time accounting information should be sufficient to show the workers and hours worked by day for the period covered by the invoice. Subconsultant charges must be supported by appropriate documentation with each separate invoice submitted.
- 5.7. Invoice Adjustments. For the period of record retention required under Section 25, County reserves the right to question any payment made under this Section and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Contract or law.
- 5.8. Additional Services. Consultant will not perform work in excess of the contract amount without prior authorization by an amendment executed by the Parties. Work performed in excess of the contract amount without prior authorization by amendment is at Consultant’s own risk. Additional Services identified in Exhibit B – Compensation Schedule, are services within the scope of this Contract but not included within the Tasks identified as of the effective date of this Contract. If ordered, Consultant will invoice additional Services at the rates incorporated into this Contract as in Exhibit B – Compensation Schedule. County may add additional services throughout the term of the Contract by providing notice in writing to Consultant. Hourly billable rates shown in Exhibit B – Compensation Schedule will only be adjusted by written amendment to the Contract. The Parties may add additional required professional classifications or disciplines to Exhibit A – Scope of Services by written amendment at any time.
- 5.9. Invoice Discrepancies. County has 10 calendar days from the date of invoice to notify Consultant of any invoicing discrepancies. County and Consultant will meet to resolve any discrepancies before the invoice is approved or rejected for payment. Subconsultant charges must be supported by appropriate documentation upon request by County.

6. Project Baseline and Adjustments.

- 6.1. Schedule. County and Consultant have agreed upon the Project scope and the total Cost Plus Fixed Fee and will prepare a CPM-based schedule for the performance of the work. The schedule is based on assumptions and expectations agreed upon by the Parties. Schedule estimates for the timeframes associated with outside party activities, i.e. design and other reviews, and/or permits or other clearances

do not represent commitments made by either outside agencies or the permit-granting entities of County. This Project Baseline represents a firm commitment by the Parties to complete the work within the schedule and total cost identified in the Baseline, subject to schedule variations by outside Parties and other factors beyond the control of the Parties.

- 6.2. Project Baseline Adjustments. Although the Baseline reflects the best estimates and expectations of the Parties at the time of agreement, there is an element of uncertainty associated with the design process that makes the actual schedule and effort required to complete the work difficult or impossible to establish in advance. Unusual citizen input, litigation, regulatory changes, significant delays by utilities or others, unforeseen decisions or commitments by policy makers, or other unanticipated events or factors beyond the control of the Parties that differ materially from the expectations of the Parties may delay or disrupt the schedule and/or require a change in the level of resources or effort. The Project Baseline may be adjusted as follows:

- 6.2.1. A delay in the work attributable to a failure by County to adhere to its estimates with respect to schedule is an excusable delay for which an adjustment may be made to the schedule. In any such case affecting a task on the critical path, the schedule of the affected task or activity may be extended one day for each day of County-caused delay; provided, however, that if the County-caused delay overlaps a period of delay attributable to any other cause, the extension for County-caused delay is limited to the number of non-overlapped days of County-caused delay.
- 6.2.2. There is no adjustment for any delay in the work attributable to a failure by Consultant to adhere to its commitments with respect to schedule. In the event of a significant delay attributable to a failure by Consultant to adhere to its schedule expectations, Consultant will provide a recovery plan to County within five days of County's request. For the purposes of this paragraph, a delay arising from or attributable to a necessity for Consultant to make more than two submissions of plans or documents for approval is a failure by Consultant to adhere to its schedule commitments. Consultant's work associated with additional reviews is non-compensable.
- 6.2.3. A delay in the work attributable to any other cause that differs materially from the expectations of the parties regarding that cause is an excusable delay for which the Parties will negotiate an appropriate schedule adjustment. If the period of delay attributable to any cause under this paragraph overlaps a period of delay attributable to any other cause, the adjustment under this paragraph will be made first and the delay attributed to such other cause will be limited to that occurring outside of the overlap.
- 6.2.4. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above affects a task or activity on the critical path, then the schedule adjustment may include adjustment to the completion date. If the cause does not affect a task or activity on the critical path, then the adjustment will be made from Float and the completion date will not change.
- 6.2.5. If any of the causes of delay in subparagraphs 6.2.1 or 6.2.3 above results in material provable additional costs to the affected task or tasks as a result of disruption of the schedule, then the parties will negotiate an equitable adjustment to the cost for the affected task or tasks, but not to the fee.
- 6.2.6. The Parties will negotiate an equitable adjustment of cost and fee for any task or tasks for which there is any significant change in the level of effort arising from additional or changed work requested or directed in writing by County that materially deviates from or adds to the baseline expectations or assumptions of the Parties with respect to the work.
- 6.2.7. If any action, comment, cause, decision, or other event attributable to any third-party results in a change in requirements that differs materially from expectations, then the Parties will negotiate in good faith an equitable adjustment in the cost and fee for the affected task or tasks.

- 6.3 Completion Date. Consultant agrees to complete the work by the completion date in the schedule, as it may be adjusted under the preceding provisions of this Section. Costs incurred by Consultant to complete the work after the completion date in the schedule are not reimbursable under this Contract.

7. Reallocation of Funds.

- 7.1. Costs. Given the magnitude and complexity of the scope required by this Contract, the Parties understand that the actual cost to perform specific tasks may vary from the estimates reflected in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule.
- 7.2. Tasks. If the actual cost to complete a task is less than the estimated amount for that task, the cost savings realized accrues to County. With the agreement of the Parties, County may reallocate the cost savings to other tasks in Exhibit A – Scope of Services and Exhibit B – Compensation Schedule as follows:
- 7.2.1. Subtasks. Reallocation between subtasks in Exhibit A – Scope of Services under any one of the major task categories in Exhibit B – Compensation Schedule may be made between the County's department representative and the Consultant's project manager by written agreement.
- 7.2.2. Procurement Director. County's Procurement Director may make a reallocation among the major tasks in Exhibit B – Compensation Schedule by a Contract amendment, provided that the transfer does not increase the total amount of the Contract.
- 7.2.3. Board of Supervisors. The Board of Supervisors may make any reallocation or adjustment in Exhibit A – Scope of Services or Exhibit B – Compensation Schedule that increases the total contract amount through a Contract Amendment.
- 7.3. Cost and Fee. Costs and Fee may not be reallocated from any task on which work has not progressed significantly and which does not include actual or demonstrable savings or reductions in required effort such that the task may be completed for less than the balance of the task remaining after the transfer.

8. **Insurance**. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that arise out of the performance of the work under this Contract.

- 8.1. Ratings. Consultant's insurance will be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers will have an "A.M. Best" rating of not less than A- VII. County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

8.2. Insurance Coverages and Limits.

- 8.2.1. Minimum Scope and Limits of Insurance: Consultant will procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

- 8.2.1.1. Commercial General Liability (CGL) – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy will include bodily injury, property damage, and broad form contractual liability coverage.

8.2.1.2. Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000.

8.2.1.3. Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - \$1,000,000.

Note: The Workers' Compensation requirement will not apply to a Consultant that is exempt under A.R.S. § 23-901, and when such Consultant executes the appropriate County Sole Proprietor or Independent Consultant waiver form.

8.2.1.4. Professional Liability (Errors and Omissions) Insurance – This insurance is required when soliciting work from licensed professionals. The policy limits will be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The policy will cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

8.2.1.5. Claims-Made Coverage. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy will precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of three years beginning at the time work under this Contract is completed.

8.3. Additional Insurance Requirements:

The policies will include, or be endorsed to include, as required by this written agreement, the following provisions:

8.3.1. Additional Insured: The General Liability and Business Automobile Liability Policies will each be endorsed to include County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insured's with respect to liability arising out of the activities performed by or on behalf of Consultant.

8.3.2. Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies will each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of Consultant.

8.3.3. Primary Insurance: Consultant's policies will stipulate that the insurance afforded Consultant will be primary and that any insurance carried by the Department, its agents, officials, employees or County will be excess and not contributory insurance.

8.3.4. Insurance provided by Consultant will not limit Consultant's liability assumed under the indemnification provisions of this Contract.

8.4. Notice of Cancellation:

Each required Insurance policy must provide, and certificates specify, that County will receive not less than 30 days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payments of a premium. Notice shall include the County project or contract number and project description.

8.5. Verification of Coverage:

Consultant will furnish County with certificates of insurance as required by this Contract. An authorized representative of the insurer will sign the certificates.

8.5.1. All certificates and endorsements, as required by this written agreement, are to be received and approved by County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

8.5.2. All certificates required by this Contract will be sent directly to the Department. County project or contract number and project description will be noted on the certificate of insurance. County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

8.6 Approval and Modifications:

The Pima County Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Consultant, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

9. **Indemnification.**

9.1. To the fullest extent permitted by law, Consultant will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Consultant or any of Consultant's directors, officers, agents, employees, volunteers, or subconsultants, but only to the extent caused by negligence, recklessness, or intentional wrongful conduct of Consultant. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

9.2. All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226 is, in all cases, not void, but will be interpreted and applied as if it were consistent with A.R.S. § 34-226.

9.3. Upon request, Consultant may fully indemnify and hold harmless any private property owner granting a right of entry to Consultant for the purpose of completing the project, but only to the extent of Consultant's negligence, recklessness, or intentional wrongful conduct of Consultant. The obligations under this Article do not extend to the negligence of County, its agents, employees or indemnities.

10. **Laws and Regulations.**

10.1. Compliance with Laws. Consultant will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract.

- 10.2. Licensing. Consultant warrants that it is appropriately licensed to provide the services under this Contract and that its Subconsultants will be appropriately licensed.
- 10.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in Superior Court in Pima County.
11. **Status of Consultant**. Consultant is an independent Consultant. Neither Consultant, nor any of Consultant's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Consultant is responsible for paying all federal, state and local taxes on the compensation received by Consultant under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Consultant's failure to pay such taxes.
12. **Consultant's Performance**.
- 12.1. Performance. Consultant will perform the work with the degree of care and skill required of any similarly situated Arizona registrant. Consultant will employ suitably trained and skilled professional personnel to perform all required services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this contract, Consultant will obtain County's approval.
- 12.2. Responsibility. Consultant is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Consultant under this Contract. Without additional compensation, Consultant will correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This includes resolving any deficiencies arising out of the acts or omissions of Consultant found during or after the course of the services performed by or for Consultant under this Contract, regardless of County having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies will be at no cost to County.
13. **Non-Waiver**. The failure of County to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
14. **Subconsultant**. Consultant will be fully responsible for all acts and omissions of its Subconsultant and of persons directly or indirectly employed by Subconsultant and of persons for whose acts any of them may be liable to the same extent that Consultant is responsible for the acts and omissions of persons directly employed by it. Nothing in this Contract creates any obligation on the part of County to pay or any Subconsultant, except as may be required by law.
15. **Non-Assignment**. Consultant will not assign its rights or obligations under this Contract in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
16. **Non-Discrimination**. Consultant will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any Subconsultants. During the performance of this Contract, Consultant will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
17. **Americans with Disabilities Act**. Consultant will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

18. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

19. **Termination of Contract for Default.**

19.1. Upon a failure by Consultant to cure a default under this Contract within ten days of receipt of notice from County of the default, County may, in its sole discretion, terminate this Contract for default by written notice to Consultant. In this event, County may take over the work and complete it by contract or otherwise. In such event, Consultant will be liable for any damage to the County resulting from Consultant's default, including any increased costs incurred by County in completing the work.

19.2. Default Events. The following constitutes an event of default:

19.2.1. Abandonment of or failure by Consultant to observe, perform or comply with any material term, covenant, agreement or condition of this Contract, or to prosecute the work or any separable part thereof with the diligence that will insure completion within the time specified in this contract, including any extension, or a failure to complete the work (or the separable part of the work) within the specified time;

19.2.2. Persistent or repeated refusal or failure to supply adequate staff, resources or direction to perform the work on schedule or at an acceptable level of quality;

19.2.3. Refusal or failure to remedy defective or deficient work within a reasonable time;

19.2.4. Loss of professional registration or business or other required license or authority, or any curtailment or cessation for any reason of business or business operations that would substantially impair or preclude Consultant's performance of this Contract;

19.2.5. Disregard of laws, ordinances, or the instructions of County or its representatives, or any otherwise substantial violation of any provision of the contract;

19.2.6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;

19.2.7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or

19.2.8. If a voluntary or involuntary action for bankruptcy is commenced with respect to Consultant, or Consultant becomes insolvent, makes a general assignment for the benefit of creditors, or has a receiver or liquidator appointed in respect of its assets.

19.3. Termination. In the event of a termination for default:

19.3.1. All finished and unfinished drawings, specifications, documents, data, studies, surveys, drawings, photographs, reports and other information in whatever form, including electronic, acquired or prepared by Consultant for this project become County's property and will be delivered to County not later than five business days after the effective date of the termination;

19.3.2. County may withhold payments to Consultant arising under this or any other Contract for the purpose of set-off until such time as the exact amount of damage due County from Consultant is determined; and

19.3.3. Subject to the immediately preceding subparagraph 19.3.2, County's liability to Consultant will not exceed the Contract value of work satisfactorily performed prior to the date of termination for which County has not previously made payment.

19.4. Non-Termination. County will not terminate Contract for default or charge Consultant with damages under this Section if:

19.4.1. Except for subparagraph 19.2.8 in subsection 19.2 above, the event of default or delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of Consultant. Examples of such causes include:

19.4.1.1. Acts of God or of the public enemy,

19.4.1.2. Acts of County in either its sovereign or contractual capacity,

19.4.1.3. Acts of another Contractor in the performance of a contract with County,

19.4.1.4. Fires,

19.4.1.5. Floods,

19.4.1.6. Epidemics and Pandemics,

19.4.1.7. Quarantine restrictions,

19.4.1.8. Strikes,

19.4.1.9. Freight embargoes,

19.4.1.10. Unusually severe weather, or

19.4.1.11. Delays of Subconsultants at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Consultant and the Subconsultant(s); and

19.4.2. Consultant, within 7 days from the beginning of any event of default or delay (unless extended by County), notifies County in writing of the cause(s) therefor. In this circumstance, County will ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of County, the findings warrant such action, County may extend the time for completing the work.

19.5. Receipt of Notice. For the purposes of subsection 19.1 above, "receipt of notice" includes receipt by hand by Consultant's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.

19.6. Excusable. If, after termination of the Contract for default, County determines that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if County had terminated Contract for convenience as set forth in Section 20.

19.7. Rights and Remedies. The rights and remedies of County in this Section are cumulative and in addition to any other rights and remedies provided by law or under this contract.

20. **Termination for Convenience of County**. County may terminate this Contract at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least 15 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials will, at the option of the County, become its property. If County terminates the Contract as provided herein, County will pay Consultant an amount based on the time and expenses incurred by Consultant prior to the termination date, however, no payment will be allowed for anticipated profit on unperformed services.

21. **Non-Appropriation of Funds.** Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, County will have no further obligation to Consultant, other than payment for services rendered prior to termination.

22. **Notices.** Any notice required or permitted to be given under this Contract must be in writing and be served by delivery or by certified mail upon the other party as follows:

COUNTY:

Rod Lane, Director
Project Design and Construction
150 W. Congress St., 3rd Floor
Tucson, Az. 85701
Tel: (520) 724-3085

CONSULTANT:

Cheryl Spatz, PE, ENV SP
PSOMAS INC
1745 E River Road, Suite 245
Tucson, AZ 85718
Tel: (520) 292-2300

23. **Other Documents.** County and Consultant in entering into this Contract have relied upon information provided in Request for Qualifications No. RFQu-2400005318, and on representations and information in the Consultant's response to said RFQu. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this Contract. Consultant will perform services in accordance with the terms of the Contract and at a level of care consistent with prevailing industry standards. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

24. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract, provided, however, that the procedures in Section 28 are first exhausted. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

25. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

26. **Books and Records.**

26.1. Maintenance. Consultant will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County.

26.2. Retention. Consultant will retain all records relating to this contract at least five years after its termination or cancellation or until any related pending proceeding or litigation has been closed, if later. Alternatively, Consultant may, at its option, deliver such records to County for retention.

27. **Delays.** Neither party will be in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such Party.

28. **Disputes.**

28.1. Resolving Dispute. In the event of a dispute between the parties regarding any part of this Contract or the Parties' obligations or performance hereunder, either Party may request a special meeting between their respective representatives to resolve the dispute. If the dispute remains unresolved, then either Party may request escalation of the issue to a meeting between the Director of the Pima County Department administering this Contract and Consultant's counterpart official, such meeting to be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that

meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

28.2. Performance. The Parties will continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

29. **Ownership of Documents**. Ownership of all original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by Consultant under this contract vests in and become the property of County and shall be delivered to County upon completion or termination of the services, but Consultant may retain and use copies thereof. County agrees that the material will not be used for any project other than the project for which it was designed without the expressed permission of the Consultant.

30. **Public Records**.

30.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. §§ 34-603(H), 604(H), in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted by Consultant in any way related to this contract, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release and/or review by the general public including competitors.

30.2. Records Marked Confidential.

30.2.1. Any information submitted related to this Contract that Consultant believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as Confidential prior to submittal to County and be accompanied by an index specifically identifying and describing the general contents of each page so marked. The index is a Public Record and must not include any information considered confidential.

30.2.2. Notwithstanding the above provisions, in the event records marked Confidential are requested for public release pursuant to A.R.S. § 39-121 et seq., County will release records marked Confidential 10 business days after the date of notice to the Consultant of the request for release, unless Consultant has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. County will notify Consultant of any request for such release on the same day of the request for public release or as soon thereafter as practicable. County is not, under any circumstances, responsible for securing a protective order or other relief enjoining the release of records marked Confidential, nor is County in any way financially responsible for any costs associated with securing such an order.

31. **Legal Arizona Workers Act Compliance**.

31.1. Compliance with Immigration Laws. Consultant warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant will further ensure that each Subconsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

31.2. Books & Records. County has the right at any time to inspect the books and records of Consultant and any Subconsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

31.3. Remedies for Breach of Warranty. Any breach of Consultant's or any Subconsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a

material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a Subconsultant, and the subcontract is suspended or terminated as a result, Consultant must take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subconsultant, (subject to County approval if SBE or DBE preferences apply) as soon as possible so as not to delay project completion.

- 31.4. Subconsultants. Consultant will advise each Subconsultant of County's rights, and the Subconsultant's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subconsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subconsultant's employees, and with the requirements of A.R.S. § 23-214 (A). Subconsultant further agrees that County may inspect the Subconsultant's books and records to insure that Subconsultant is in compliance with these requirements. Any breach of this paragraph by Subconsultant is a material breach of this contract subjecting Subconsultant to penalties up to and including suspension or termination of this contract."

- 31.5. Costs. Any additional costs attributable directly or indirectly to remedial action under this Section are the responsibility of Consultant. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay is excusable delay for which Consultant is entitled to an extension of time, but not costs.

32. **Israel Boycott Certification**. Pursuant to A.R.S. § 35-393.01, if Consultant engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Consultant certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
33. **Forced Labor of Ethnic Uyghurs**. Pursuant to A.R.S. § 35-394, if Consultant engages in for-profit activity and has 10 or more employees, Consultant certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any consultants, subconsultants or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Consultant becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Consultant must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
34. **Heat Injury and Illness Prevention and Safety Plan**. Pursuant to Pima County Procurement Code 11.40.030, Consultant hereby warrants that if Consultant's employees perform work in an outdoor environment under this Contract, Consultant will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Consultant will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Consultant to prevent heat-related illnesses and injuries in the workplace. Consultant will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Consultant will further ensure that each subconsultant who performs any work for Consultant under this Contract complies with this provision.
35. **Amendment**. Except for the amendment provision above in Section 4, this Contract may be modified, amended, altered or extended only by a written amendment signed by the Parties.
36. **Entire Agreement**. This document constitutes the entire agreement between the Parties and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

37. **Effectiveness and Date.** This contract will become effective when all Parties have signed it. The date of this Contract will be the date the Contract is signed by the last Party to sign it (as indicated by the date associated with that Party's signature).

Each Party is signing this Contract on the date below that Party's signature.

PIMA COUNTY:

Chair, Board of Supervisors


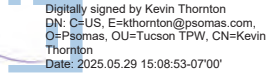
Date

ATTEST:

Clerk of the Board

Date

CONSULTANT:

 
Digitally signed by Kevin Thornton
DN: C=US, E=kthornton@psomas.com,
O=Psomas, OU=Tucson TPW, CN=Kevin
Thornton
Date: 2025.05.29 15:08:53-07'00'

Signature

Kevin T. Thornton, PE, Vice President

Name and Title (Please Print)

05/29/2025

Date

This contract template has been approved as to form by the Pima County Attorney's Office.

EXHIBIT A - SCOPE OF SERVICES (16 pages)

During the term of this Agreement, the engineering consultant (Consultant) shall perform professional services for Pima County (County) in connection with Campbell Avenue extension project. This scoping document shall be used to plan, conduct, and complete the Consultant's work on the project.

1.0 BACKGROUND DATA Purpose, Location, Justification

1.1 Purpose

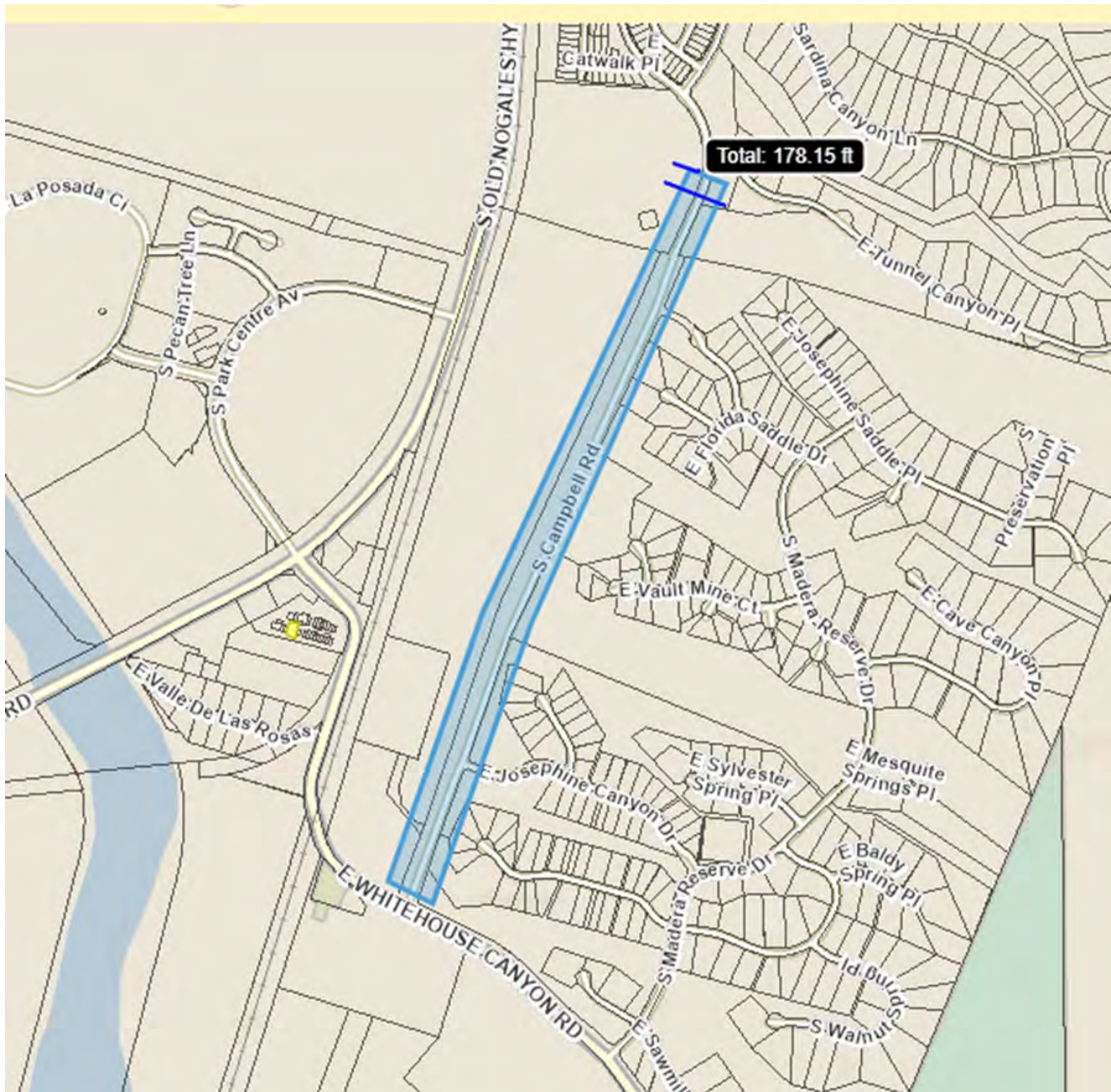
This project is needed to provide an alternate north-south connection between Whitehouse Canyon Rd and Old Nogales Highway, including Madera Highlands and Quail Creek. S Campbell Road is a minor collector with an 80' ROW in the Pima County Major Streets and Scenic Roads Plan.

The two ends of South Campbell Avenue are currently separated by a dirt path that was used as a cut-through for drivers and walkers looking to circumvent the Union Pacific Railroad (UPRR) tracks before it was blocked to through traffic. With increasing development and activity in the area, concerns have been raised about access to area developments and destinations being limited to White House Canyon Road, including Madera Reserve, Madera Foothills Estates, Continental School, Camino De La Canoa and Madera Canyon. White House Canyon Road is subject to temporary delays by Union Pacific Railroad, as well as seasonal flooding which impacts residents and emergency responders who fear getting stuck on the wrong side of the tracks. Recognizing the need for the roadway connection, Pima County and the Town of Sahuarita have agreed to advance the project.

1.2 Location

This project will extend S Campbell Avenue from its existing termini approximately 1,550 ft south of E Madera Highlands Parkway in Sahuarita to Whitehouse Canyon Road in unincorporated Pima County. The roadway ties in at Josephine Canyon Drive and the multi-use path will extend to Whitehouse Rd. Below is an exhibit to assist with project location understanding.

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1.3 Justification

Extending Campbell Avenue will alleviate capacity-related issues on other Pima County roads, including the intersection of Continental Road and White House Canyon Road, and would provide a beneficial alternative access route if Madera Canyon Road floods or is blocked by UPRR.

2.0 PROJECT DESCRIPTION

This project will extend S Campbell Avenue from its existing termini approximately 1,550 ft south of E Madera Highlands Parkway in Sahuarita to Whitehouse Canyon Road in unincorporated Pima County and will include traffic conveyance over the Sawmill Canyon Wash and intersection improvements. The S Campbell Road cross-section within Sahuarita is proposed to match existing which is a two-lane, two-

way closed section with 6' paved shoulder/bike lane and 5' sidewalks on either side. The design will include a structure over Sawmill Canyon Wash. South of the wash within unincorporated Pima County, S Campbell is proposed to be an open-section two-lane, two-way section with 6' paved shoulders and a 12' multi-use path. The roadway will tie in at Josephine Canyon Drive and the multi-use path will extend to Whitehouse Rd. Intersection improvements along the referenced corridor shall be considered. Below is an exhibit to assist with project location understanding.

3.0. DESIGN CRITERIA

The design of this project shall proceed in conformance with the current edition of the Pima County Roadway Design Manual (RDM), AASHTO LRFD Bridge Design Specifications, 8th Edition, 2017, ADOT Bridge Design Guidelines (BDG) and other applicable design criteria as listed herein.

4.0. PROJECT SCHEDULE

The project is estimated to be 15 months in duration. An estimated timeframe for completion of the Initial (30%) Design effort is 3 months. At that point, the County will review the 30% Design, schedule, and estimated cost to determine if the project will continue. The Design CONSULTANT will provide a comparison of Build vs No-Build alternatives for County Review and approval. The County's decision process can take 4 weeks before a determination is made for No-Build or to issue a Notice to Proceed for the completion of the Design Project. The Final Design effort (to 100% Design) is estimated to be 5 additional months following County Notice to Proceed from 30% Design. Again, this occurs subsequent to the approval of the initial 30% design. Post design services are then estimated to occur over the final 6 months of the contract.

5.0. ITEMS AND SERVICES TO BE FURNISHED BY THE COUNTY

The County will provide the items and services to the Consultant per the Solicitation for Qualifications and as listed in this scope of work. County will also provide Consultant with documents and data files received from previous reviews/studies of this corridor, which may or may not have been fully completed.

6.0. ABBREVIATIONS

The following abbreviations may be referred to throughout this scope of work:

AASHTO	American Association of State Highway and Transportation Officials
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGFD	Arizona Game and Fish Department
Corps	U.S. Army Corps of Engineers
COT	City of Tucson
County	Pima County
DCR	Design Concept Report
EAMR	Environmental Assessment and Mitigation Report
EA	Environmental Assessment
EPG	Environmental Planning Group
ESR	Environmentally Sensitive Roadway
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
LOS	Level of service
Manual	2013 Pima County Department of Transportation Roadway Design Manual
NEPA	National Environmental Policy Act
NPDES	National Pollutant Discharge Elimination System
PAG	Pima Association of Governments
PCDOT	Pima County Department of Transportation
PCOCRHP	Pima County Office of Cultural Resources and Historic Preservation
PCRFC	Pima County Regional Flood Control District

PCRWRD	Pima County Regional Wastewater Reclamation Department
PLSS	Public Land Survey System
PS&E	Plans, specifications, and estimates
RDM	Roadway Design Manual
ROE	Right of Entry
SOQ	Pima County Solicitation
R/W	Right-of-way
TDM	Transportation Demand Management
USFWS	U.S. Fish and Wildlife Service

7.0. PROJECT DOCUMENTATION

The documents listed as “**Deliverables**” in the Work Tasks of this scope of work, and other exhibits or presentations for the work covered by this Scope of Work and associated supplements, if necessary, will be furnished by the Consultant to the County upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to the Consultant. The County will assume all risks associated with such use, modifications, or conversions. If the County uses materials other than how they were intended, then the Consultant may remove from the electronic materials delivered to the County, all references to the Consultant’s involvement and will retain a tangible copy of the materials delivered to the County, which will govern the interpretation of the materials, and the information recorded. Electronic files are considered working files only; the CONSULTANT is not required to maintain electronic files beyond 90 days after the project final billing and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

Note, that project Deliverables for the 30% Design will include preliminary design, preliminary cost estimates, an expected National Environmental Policy Act (NEPA) Categorical Exclusion and expected Right of Way needed for Temporary Construction Easements.

8.0. WORK TASKS

TASK A – DESIGN SERVICES

The design consultant would prepare 30% and final designs for the road extension project. The details of the Design will follow ADOT Roadway Design Construction Standard Drawings and other standard drawings as required and found within the ADOT Bridge Design Manual and AASHTO LRFD.

General Requirements:

1. *Design plans shall be developed using PCDOT CAD drafting standards. 30% Design and Final plan submittals shall be in electronic and hardcopy format.*
2. *Survey file submittals (monumentation, horizontal and vertical control, right-of-way plans) shall be in the most recent AutoCAD format.*
3. *Unless specified within individual tasks, one original bound hardcopy of each final report will be submitted to the County.*
4. *All submittals will include an electronic pdf copy of the submittal.*

TASK A.1 PROJECT MANAGEMENT AND QUALITY CONTROL

Task A.1.1. Project Management. Develop project design by coordinating design efforts. The anticipated management activities are as follows:

- a. Coordinate with all stakeholders through all means necessary, including but not limited to, phone, electronically, paper, face-to-face, etc.
- b. Ensure that project team members are communicating and cooperating on project tasks.
- c. Generate and regularly update a project contact list.

- d. Establish and keep updated correspondence files for all correspondence, including electronic, phone, paper, etc.
- e. Provide a monthly progress report submitted with the monthly invoice.

Deliverables:

- Project Team Contact List.
- Progress Reports attached to monthly invoices.
- Responses to all review comments.

Task A.1.2. Quality Control Plan. Develop a project-specific quality control plan that identifies responsible personnel, technical review, checking procedures, and monitoring process. Submit within 10 business days of notice to proceed. Each major submittal shall include verification of the quality control completed on said submittal.

Deliverables:

- Project-Specific Quality Control Plan.
- Verification of quality control shall be provided with each major submittal.
- Responses to all review comments.

Task A.1.3. Meetings and Communication. Consultant will be responsible for coordinating meeting times, inviting meeting participants, creating an agenda, preparing graphics and handouts, facilitating meetings, and providing meeting summaries. The anticipated design team meetings and activities are as follows:

- a. Conduct bi-weekly meeting with the project team from 0-30% Design and then monthly meetings after County Notice to Proceed beyond 30% Design.
- b. Conduct sub-consultant and in-house team meetings.
- c. Conduct pre-review overview meetings with County reviewers prior to major submittals to deliver and explain submittal.
- d. Conduct major review comment meetings to discuss review comments and responses with the County and the project team.
- e. Conduct minor review comment meetings to discuss review comments and responses with individual reviewers for comments identified as needing additional resolution.
- f. Conduct other meetings as needed or required.

Deliverables:

- Meeting agendas and displays.
- Meeting summaries as required.
- Responses to all review comments.
- 30% Build vs No Build Report

Task A.1.4. Coordinate Between Participating Agencies. The Consultant will coordinate with involved agencies to include but not be limited to: US Army Corps of Engineers, Arizona State Land Department and FEMA.

Task A.1.5. Schedule. Provide an initial schedule within 10 business days of notice to proceed. Provide an updated schedule with each monthly invoice. Provide a full schedule for Design and expected Construction at 30% Design.

Deliverables:

- Initial Schedule
- Monthly schedule updates.
- 30% Design and Construction Schedule
- Responses to all review comments.

Task A.1.6. Cost Estimating. Consultant to develop a Base Estimate that identifies the major components of project scope and their cost, defines all components of scope, and describes all scope and cost assumptions within 45 days of notice to proceed. Consultant will update the Cost by reviewing, updating and documenting

assumptions and costs for each item, and including contingency information in the report during major plan submittals and especially at 30% Design submission.

Deliverables:

- Base Estimate - Incorporate risk analysis and contingency information into the estimate, identifying all assumptions.
- Estimates for Initial Design Phase Thru Final PS&E submittals. Incorporate risk analysis and contingency information into the estimate. Identify all assumptions.
- 30% Design submittal

TASK A.2 NOT USED

TASK A.3 PUBLIC PARTICIPATION

Task A.3.1. Public Participation Plan. County will be the primary contact for community inquiries and concerns. Consultant will organize and County will lead all public participation activities. Consultant will develop and County will implement the Public Participation Plan for the project. The Consultant will provide graphics, displays and presentation assistance services in support of the Plan. Additional services may be requested through Task B.2 Other Services.

TASK A.3.2 NOT USED

Task A.3.3. Public Meetings. County will lead the staffing for all public meetings. The Consultant will attend approximately one (2) public open house.

Task A.3.5. Quality Control Review. The Consultant will provide quality control reviews of all the deliverables.

Deliverables:

- Displays/Graphics/Roll plots as needed.

TASK A.4 NOT USED

TASK A.5 UTILITY COORDINATION

Task A.5.1. Data Gathering, Utility Designation, Letter of Acceptance. The Consultant will verify that utility base maps and prior rights documentation are complete for each utility. For consistency, a utility coordinator will be designated to be the main point of contact for all utility coordination work.

The Consultant and County will establish a Utility Relocation Date whereby utilities will be required to clear the project of utility impacts identified in *Task A.5.2 Design Coordination, Utility Impact Identification*. All formal utility correspondence is to be reviewed and approved by the County prior to distribution. The Consultant will initiate and conduct meetings as needed with any utilities present in the corridor. Prior to the completion of *Task A.7.8 Existing Conditions Surveys*, the Consultant will request each utility to mark its facilities, providing the approximate horizontal position on the ground surface, being accurate to within six inches, and provide electronic files of certified horizontal survey data associated with these ground surface markings and also their above grade facilities, including service connections, all of which being tied to an accepted County control and datum. Consultant shall draft onto an Existing Utilities Mapping Package (40 scale) the certified horizontal survey data surveyed by Consultant and as horizontally designated by Consultant (if necessary) and provide the COUNTY with a Letter of Acceptance from each utility indicating that the representation of the utility's facilities on the Existing Utilities Mapping Package is accurate. All utilities will be designated, located, and mapped according to ASCE Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). The Consultant will conduct a field review of utility information shown on the Existing Utilities Mapping Package for consistency with utility base maps and utility field survey data.

Task A.5.2. Design Coordination, Utility Impact Identification. The Consultant will monitor the project's design for utility impacts, distribute progress design drawings to utilities for review and identification of utility impacts; and maintain a List of Utility Impacts, said list being available to the County upon request. The Consultant will update the County as necessary on the status of utility activities and notify the County immediately of any utility unable to meet the Utility Relocation Date. Initial and Final Design Phase Plans will be provided to all utilities for their review and comments.

Task A.5.3. Utility Impact Mitigation. The Consultant will initiate, coordinate and facilitate utility impact meetings with County, utility and appropriate team members to develop mitigation measures acceptable to the County that will clear the project of utility impacts by the Utility Relocation Date. The Consultant will update utilities as to the status of all utility impacts by the Utility Relocation Date. The Consultant will compile a List of Utility Impacts and Approved Mitigation Measures.

Task A.5.4. Quality Control Review. The Consultant will provide quality control reviews of the deliverables listed below.

Deliverables:

- Utility Relocation Date
- Plans for distribution to utilities
- Letters of Acceptance
- Meeting minutes prepared, distributed to project team, and revised as needed.
- Design plans showing updated mapping of utility information, including potholing information.
- List of utility impacts and mitigation measures.
- Responses to all review comments.

TASK A.6 ENVIRONMENTAL IMPACT SCREENING

Project design shall follow the ESR guidelines listed in the Pima County RDM as well as the National Environmental Policy Act (NEPA).

Task A.6.1. Environmental Coordination Meeting. The Consultant will conduct field visits of the project area and arrange a meeting with the project design team to discuss issues that would assist in completing the Questionnaire for Areas of Impact and to review the Summary Impact Matrix. The Consultant will coordinate with Game and Fish regarding potential wildlife corridors as well as Pima County Conservation Lands and Resources Office.

Task A.6.2. Questionnaire for Establishing Potential Areas of Impact. The Consultant will complete the questionnaire using field visits, correspondence, other reports, specialists, and other information. All sources will be cited.

Task A.6.3. Summary Impact Matrix. The Consultant will complete the matrix. The Consultant will use the matrix to establish potential adverse environmental impacts. The Summary Impact Matrix will incorporate the results of the Cultural Resources review effort (by others), Jurisdictional Delineation conducted as part of Task A.14.4, and Hazardous Materials Investigation conducted as part of Task A.14.5. Additional data collection for zoning, planned developments, potential annexation and planned developments and relevant planning documents collected will be incorporated as necessary to consider potential design modifications.

Task A.6.4. Environmental Results Memorandum. The Consultant will prepare a memo to summarize the screening process, discuss issues noted, recommend courses of action, and identify issues that exceed original scope of work. The Consultant will review and discuss the results of the screening with the entire design team.

Task A.6.5. Team Review. The Consultant will plan, prepare for, and attend a project team meeting to review and discuss environmental concerns.

Task A.6.6. Project Modifications/Alternatives. The Consultant will document project changes and their anticipated environmental effects.

Task A.6.7. Quality Control Review. The Consultant will provide quality control reviews of the deliverables listed below.

Deliverables:

- Meeting minutes, prepared, distributed to project team, and revised as needed.
- Completed Questionnaire for Establishing Potential Areas of Impact.
- Completed Summary Impact Matrix.
- Completed Environmental Results Memorandum.
- Memorandum detailing project changes and anticipated environmental effects.
- Responses to all review comments.

TASK A.7 SURVEY AND MAPPING

Task A.7.1. Initial Planning and Reconnaissance. The Consultant will hold a formal coordination meeting with County Survey prior to the start of any survey efforts to identify/discuss survey mapping project requirements and procedures and how the survey efforts will be coordinated with the Consultant design team.

Task A.7.2. Horizontal Control. The Consultant will provide a Geodetic Control Survey based on NAD 83 and NAVD 88 (see A.7.3) datums using PCDOT provided control points and tying to PC/COT approved GIS control points. The Consultant will run a closed field traverse through, or incorporate into, the primary project controls provided by County Survey. The Consultant will also field reference control points, and other found monuments, within the existing right-of-way, outside of the construction area. County Survey will review the closed field traverse run by the Consultant and the field references.

Task A.7.3. Vertical Control Traverse. The Consultant will provide a bench circuit originating from PCDOT provided GIS vertical control points to prescribed field accuracy. The work will include mathematically adjusting the remaining error. The work also includes setting construction benchmarks at 500' intervals outside of the proposed construction areas and on alternating sides of the roadway. County Survey will field verify all vertical control points set from the PCDOT approved GIS points.

Task A.7.4. Results of Survey Drawing. The Consultant will prepare a Results of Survey Drawing showing existing section lines, right-of-way, ownership, and existing features for the length of the project. Approximate property lines will be included on the Results of Survey by the Consultant. If necessary, for easement or R/W acquisitions, the Consultant will perform parcel survey(s) limited to the budget included in the Fee Calculation.

Task A.7.5. Survey Report. A Survey Report is required for this project.

Task A.7.6. Aerial Mapping. Not needed.

Task A.7.7. Utility Surveys. The Consultant will provide the locations of surface utilities and underground utilities as identified and marked by others for the length of the project (see A.7.8). Blue Staking and other utility features will be located during the utility survey. The Consultant will provide the locations of all above ground improvements including, but not limited to fences, mailboxes, culverts and manhole inverts, drainage features and flows, and match-in locations along the project length. Coordination for underground utilities markings will be by the Consultant. Notify County of any utility non-responsive to a marking request. Any potholing needed for utility locating will be provided under Task B.1 Additional Utility Investigation.

Electrical. There is one power pole that will need to be relocated and associated overhead electrical lines and telephone and TV cable lines. Prior rights are not anticipated.

Sewer and Water: A 6" diameter sewer line is currently attached to the west side of the existing timber bridge. The sewer line will require relocation due to the project. Prior rights are not anticipated. There are no known water lines within the project limits.

Railroad: The closest railroad is approximately 1200' away and is not impacted by the project.

Task A.7.8. Cultural Surveys. The work will also include the Consultant converting field results into AutoCAD format. The consultant will coordinate survey results with Pima County.

Task A.7.9. Improvement Surveys. The Consultant in coordination with Pima County will locate all above ground improvements, including but not limited to fences, mailboxes, culverts and manholes, drainage features and flows, trees, large shrubs, and saguaros and match-in locations along the project length. The work will also include the Consultant downloading and converting field results into MicroStation V8 CAD format.

Task A.7.10. Right-of-way of Surveys. After analyzing the initial field survey, The Consultant in coordination with Pima County will field locate all relevant survey monuments to determine the existing right-of- way including street monuments, property corners and occupation in defining the existing right-of-way.

Task A.7.11. Roadway Design Manual Survey Efforts. The Consultant will complete other survey related tasks as identified by and provided within the RDM.

Task A.7.12. Legal Descriptions & Reference Maps. The Consultant will prepare legal descriptions and maps for new right-of-way, drainage easements, temporary construction easements, and other land acquisition needs if needed and as requested by Pima County. Legal description should conform to the RDM requirements.

Task A.7.13. Quality Control Review. The Consultant in coordination with Pima County will provide quality control reviews of the Survey and Mapping deliverables listed below:

Deliverables:

- Digital files (digital photo) to the County in .tiff format and digital ASCII points files in comma delimited format.
- Results of right of way survey will be provided in accordance with the Pima County RDM in strip map format showing right-of-way data (including existing and proposed right-of-way lines, parcel lot lines, parcel numbers, locations of buildings close to or within right-of-way takes, etc.) with the preliminary Right-of-Way Plan submittal. Potential acquisition and easements will be identified on the drawing.
- Responses to all review comments.

TASK A.8 DRAINAGE REPORT

Assumptions:

1. The Consultant will field survey drainage ways under Task A.7.10.
2. The Consultant shall coordinate its activities with the Pima County Regional Flood Control District (PCRCD)

Task A.8.1. Review Existing Plans and Reports. The Consultant will review available plans and reports for existing subdivisions and improvements along the project alignment and identify drainage features and flows.

Task A.8.2. Peak Discharge Determination. The Consultant will prepare a drainage map showing watercourses and associated drainage areas for drainage crossing or parallel to the roadway. The work will include determining basin areas and other hydrologic properties for offsite drainages impacting the project. The work will also include determining the 100-year peak discharges and precipitation-induced hydrographs at key points within the watershed using PCFCD methodology.

Task A.8.3. Existing Hydraulic Conditions. The Consultant will use Hydrologic Engineering Center River Analysis System HEC-RAS and other appropriate flow modeling software (e.g. - Flo-2D) to evaluate existing drainage conditions where needed for channels, culverts, or other flooding. The Consultant will use these models to determine impacts of proposed improvements on existing flooding conditions.

Task A.8.4. Drainage Reports. The Consultant will prepare a report in the phases described in Section 3.11 of the RDM. The work includes preparing and processing the three (3) submittals described below:

Initial Design Phase Submittal. The Consultant will prepare the Initial Design Phase Submittal per Section 3.11 of the Design Manual. A full hydraulic analysis, including evaluation of overtopping of roadway and upstream and downstream impacts, will be included. The Consultant will identify potential Clean Water Act 404 permitting and right-of-way acquisition needs for cross-drainage.

Final Design Phase Submittal. The Consultant will prepare the Final Design Phase Submittal per Section 3.11 of the Design Manual.

Final PS&E Phase Submittal. The Consultant will prepare the Final PS&E Phase Submittal for the project in response to Pima County's Final Design Phase Submittal comments as well as revisions to the final project design per Section 3.11 of the Design Manual.

Task A.8.5. FEMA Requirements. The Consultant will develop a design which does not have impacts to the approximate Zone D Special Flood Hazard Area downstream of the project.

Task A.8.6. Watersheds. There are watersheds contributing to flow within the project area conveying stormwater runoff. The Consultant will evaluate the direction and slope of runoff, the tributaries involved including the numerous smaller, unnamed washes. The overland drainage and soil system will be analyzed. Flows reaching the Valencia Road and resultant channelization will be assessed and mitigated with appropriate culvert size and location, expect that culverts will be undersized and in need of modification.

Task A.8.7. Proposed Improvements. Proposed improvements impacting drainage along the roadway include roadway profile changes, pavement widening, and addition of curb. As a result, and in order to meet or exceed County and Federal design standards, cross culverts will be resized or added, pavement inlets and storm drain systems will be constructed, and erosion protection will be provided at all outfalls.

In addition to box and pipe culvert modifications and additions, collector channels and ditches along Valencia Road and intersections will be constructed within the project area. These channels and ditches will collect and convey offsite flows as well as flows generated onsite. Proposed catch basins will be sited and designed appropriately.

Task A.8.8. Hydrology. Hydrologic analyses for all cross-drainage structures will be conducted utilizing a 100-year, one-hour design storm event. All-weather access is provided by designing culvert crossings to convey the 100-year storm event without flows overtopping the roadway. Culverts are designed to ensure a 0.10-foot or less rise in water surface elevation outside of the right-of-way.

Pavement drainage shall be designed to keep a minimum of one travel lane free from flow during a 10-year design storm event and to ensure that less than one foot of ponding or flow occurs within the roadway during a 100-year design storm event per the Regional Pima County Flood Control District Standards Manual for Drainage Design and Floodplain Management (SMDDFM). Inlets will be designed to account for a clogging factor of 1.5 for sump.

Task A.8.9. Quality Control Review. The Consultant will provide quality control reviews of the drainage report for each submittal.

TASK A.9 GEOTECHNICAL

Task A.9.1. Geotechnical Testing and Analysis and Report. The Consultant will provide geotechnical testing, analysis, and report per Section 3.12 of the Design Manual and the Preliminary Engineering & Design (PE&D) manual of the ADOT Material Group. The geotechnical effort will correspond to 100% of the final design effort and will include investigations to develop concepts and final designs.

Consultant will obtain the concurrence of the County for the locations of borings prior to commencing the field work. Soil samples from some of the culvert locations may also be used for the pavement improvements.

The Consultant will provide appropriate laboratory testing for representative soil samples. Recommendations will be developed based on applicable PCDOT, Maricopa (MCDOT), and ADOT standards. The results of all investigations, as well as recommendations will be provided in one consolidated geotechnical report.

Note: Prior to performing any fieldwork, Consultant will obtain applicable permits for the area being tested, contact Arizona 811 for underground utility location(s), and provide traffic control according to the permit while working. NEPA Categorical Exclusion (CE) approval is required prior to any ground disturbing activity

Task A.9.2. Quality Control Review. The CONSULTANT will provide a quality control review on the Geotechnical Report.

Deliverables:

- Geotechnical report
- Responses to all review comments.

TASK A.10 PAVEMENT DESIGN

Task A.10.1. Pavement Design Report. The Consultant will perform pavement design following the current ADOT methodology. The Consultant will prepare the Pavement Design Report per Section 3.13 of the Design Manual and include the following:

- A summary of the general geotechnical characteristics of the soil;
- Traffic data considerations being used for the development of the pavement structure (most recent counts are 200 vehicles a day);
- Discussion concerning the procedures and results of the pavement structure design;
- Recommended structural sections, including alternatives, with criteria such as cost, construction and other factors considered;

Equivalent Single Axle Load (ESAL) calculations will be developed by the Consultant to assist with pavement design and will be based on 200 vehicles per day.

Task A.10.2. Quality Control Review. The Consultant will provide a quality control review on the Pavement Design Report.

Deliverables:

- Pavement Design Report.
- Responses to all review comments.

TASK A.11 NOT USED

TASK A.12 NOT USED

TASK A.13 PROJECT ASSESSMENT (PA)

Task A.13.1. Project Assessment Report. The Consultant will prepare a Project Assessment (PA) Report in accordance with the requirements of ADOT. The County has developed a preliminary PA report to assist with this effort.

Task A.13.5. Cost Estimate. The Consultant will prepare preliminary project cost estimate, with quantity take-off calculations based on approximate quantities of major cost items. Right-of-way costs will be provided by PCDOT.

Task A.13.6. Quality Control Review of PA. The Consultant will provide a quality control review of the Project Assessment.

Deliverables:

- Draft and Final PA
- Cost estimates and quantity take-off calculations.
- Responses to all review comments.

TASK A.14 ENVIRONMENTAL ANALYSIS AND MITIGATION REPORT

Task A.14.1. The RDM, Chapter 3 – 2013 3.17, includes specifics on the preparation and coordination for the Environmental Assessment and the Mitigation Report. This includes but is not limited to the identification of alternatives/project characteristics and an explanation for the reasons for their selection. Discuss the interaction of various design elements and the trade-offs that constitute the recommended course of action, along with recapping the overall benefits of the project. Reference RDM Chapter 3 – 2013 3.18 for details on the preparation of the Environmental Assessment and Mitigation Report. In order to be consistent in the development of the two primary project documents, the DCR and EAMR shall be developed jointly, or concurrently such that the elements and features that are contained within these documents are described and addressed consistently. The Consultant is responsible for meeting all Federal, State, and County Environmental evaluation, permit preparation, document preparation and public and agency requirements.

Task A.14.2. The Consultant should be prepared to describe how the 8-month Environmental Assessment and Mitigation Report (EAMR) will be met.

Task A.14.3. Documentation, Mitigation. The purpose of the EAMR is to document the results of the assessment undertaken to identify unavoidable adverse impacts of the recommended alternative on the physical, social, and economic environment located within the vicinity of the project, and to recommend measures to mitigate those adverse effects. Mitigation measures are separate from features of the proposed action that avoid or substantially reduce the environmental consequences of the proposed action. Mitigation includes measures that: ☐ Compensate for impacts by replacing or providing substitute resources or environments ☐ Rectify impacts by repairing, rehabilitating, or restoring the affected environment ☐ Minimize impacts by limiting the degree or magnitude of the action and its implementation ☐ Avoid certain impacts altogether by not taking a certain action or by not incorporating selected elements of a proposed action. The Consultant must provide specific expertise in meeting Federal State and County requirements for the process, documentation, and coordination of the EAMR.

Deliverables:

- **EAMR, Environmental Assessment, Environmental Permits**

Task A.14.4. Environmental Assessment and Mitigation Report (EAMR). An EAMR will be completed in accordance with Section 3.18 of the Roadway Design Manual.

Task A.14.5. Cultural Resources Inventory and Report. The Consultant will include the results of the Cultural Resources effort provided by the County in the report.

Task A.14.6. Biological Evaluation/Wildlife Habitat. The Consultant will prepare a biological memo. The Consultant shall conduct a Pima Pineapple Cactus (PPC) survey. The Consultant shall include a summary of the Biological Memo in the EAMR and include the report in the Appendix. The Consultant shall provide the Draft Biological memo for County's review and comments. The Final Report shall be forwarded to County for their records. The species lists will be reviewed and be updated as required prior to submission for construction authorization to ADOT/FHWA.

The project area will be evaluated by a qualified biologist, and a Biological Evaluation Short Form (BESF) will be prepared. The list of protected species and other species of concern that may occur within the project area has been obtained from the United States Fish and Wildlife Service (USFWS) Information, Planning and Conservation System (IPaC) and the Arizona Game and Fish Department (AGFD) Online Environmental Review Tool. The BESF will review, evaluate, and determine the impacts to threatened and endangered species that could result from the project. The BESF will also include the results of literature searches and the findings from agency staff interviews, as appropriate. Mitigation measures applicable to this project will be included, if needed.

Task A.14.7. Vegetation Sampling/Measurement. After wash disturbances are identified, the Consultant will conduct an inventory of vegetation and protected plant species using methods described in Chapter 4 of the RDM for an ESR. The Consultant will develop a technical report detailing the methodology and outcome of said investigation, along with the appropriate mitigation requirements. The Consultant will include any floodplain-riparian mitigation inventory and plan. The Consultant shall include a summary of this effort and results in the EAMR.

Task A.14.8. Clean Water Act Permitting. The Consultant will prepare a preliminary Jurisdictional Delineation Report and identify Section 404 Permit requirements. The Consultant shall prepare appropriate documents for a nationwide permit. The report and documents will be developed to meet U.S. Army Corps of Engineers, County requirements and other agencies with jurisdiction.

Consultant will attend Clean Water Act Section 404 pre-application meetings with County and the U.S. Army Corps of Engineers. Meetings are anticipated prior to submittal of the Preliminary Jurisdictional Delineation and submittal of Nationwide Permit application.

Task A.14.9. Hazardous Materials Survey. The Consultant will complete a Preliminary Initial Site Assessment (PISA) for hazardous materials within the current right-of-way, potential right-of-way, and easements associated with the project and provide a Draft and Final PISA Report. Include a Phase I ESA for any real property acquisitions. The PISA shall comply with ASTM E-1528-06 (Standard Practice for Limited Environmental Due Diligence). This will include:

- a. Conduct Site Reconnaissance (Section 9 of Standard)
- b. Regulatory Database Review (Section 10.1 of Standard)
- c. Historical Source Review (Section 10.2 of Standard)

The PISA will be updated prior to submission of final construction documents to the County.

Task A.14.10. Air Quality. The Consultant will review potential effects on air quality and report findings.

Task A.14.11. Noise Analysis. This project is not anticipated to change or increase traffic so no specific noise analysis is envisaged.

Task A.14.12. Quality Control Review of Reports. The Consultant will provide a quality control review of the Environmental Assessment and Mitigation Report.

Deliverables:

- Biological Evaluation.
- Approved Preliminary Jurisdictional Delineation Report and appropriate nationwide permits.
- Draft and Final Preliminary Initial Site Assessment for hazardous materials.
- Phase I ESA
- Draft and Final EAMR
- Responses to all review comments.

TASK A.15 RIGHT-OF-WAY ACQUISITION SUPPORT

Assumptions:

1. It is anticipated that limited right-of-way acquisition will be required on this Project.

Task A.15.1. Existing Right-of-Way and Easements. The Consultant will provide PCDOT with a list of parcels from which right-of-way or easements will be required. PCDOT will furnish any title reports required for this project based on the Consultant's list. The Consultant will review title reports and other recorded information to determine current right-of-way and easements. The Consultant will perform any research, calculations, and additional survey needed to establish existing property and right-of-way lines to be affected by this project and integrate into mapping. Following the research, a Centerline and Right-of-Way survey will be conducted to identify and locate the controlling right-of-way monumentation, property lines, or fence lines that intersect the right-of-way.

Task A.15.2. Right-of-Way Plans. The Consultant will prepare 1"=40' right-of-way plans for the project, as per Pima County RDM 3.19 and Appendix 3-O-1. In addition to existing information, all proposed right-of-way and/or easements required shall be shown with complete dimensions. Ownership data and areas required shall be shown. The Consultant will coordinate with and incorporate feedback from Pima County in preparing documents and in identifying properties for potential acquisition and easements.

Task A.15.3. Quality Control Review of Right-of-Way Documents. The Consultant will provide a quality control review of the Right-of-way documents.

Deliverables:

- Drawing showing right-of-way data with the preliminary Right-of-Way Plan submittal. Potential acquisition and easements will be identified on the drawing.
- Responses to all review comments.

TASK A.16 PREPARATION OF CONSTRUCTION DOCUMENTS

Task A.16.1. Initial Design Phase Plans. The Consultant will prepare initial bridge, roadway, and striping plans. The Design Concept Plans will be at 1"=40' and will address horizontal and vertical alignment, cross sections, channelization, drainage, right-of-way, major and minor structures.

Task A.16.2. Final Design Phase Plans. The Consultant will develop Final Design Plans per the checklist found in Chapter 3 of the RDM, including retaining walls, preliminary median openings, striping plans, irrigation plans, and cross sections. Establish initial Inroads or Civil 3D templates, earthwork modeling, and project cost estimate for the Final Design Phase.

Task A.16.3. Initial PS&E. The Consultant will develop Initial PS&E Plans for the project per the checklist found in Chapter 3 of the RDM, including revisions from Final Design Phase Plan submittals, adding storm drain plans, landscape plans, staking plans and updating project cost estimate for the Initial PS&E.

Task A.16.4. Final PS&E. The Consultant will develop Final PS&E Plans per the checklist found in Chapter 3 of the RDM, including revisions from Initial PS&E, including SWPPP, construction sequencing (if applicable), traffic control, special provisions, signing plans and updating project cost estimate for Final PS&E.

Task A.16.5. Quality Control Review of Plans. The Consultant will provide a quality control review of the Stage I Design Concept Plans and Stage II Initial Construction Plans.

Deliverables:

- Initial Design Plans per the Design Manual Checklist, including cost estimate and quantity takeoff calculations.
- Final Design Plans per the Design Manual Checklist, including cost estimate and quantity takeoff calculations.
- Initial PS&E Plans per the Design Manual Checklist, including cost estimate and quantity take-off calculations.
- Final PS&E Plans per the Design Manual Checklist, including cost estimates, special provisions, and quantity take-off calculations.
- Responses to all review comments.

TASK B – ADDITIONAL SERVICES

Task B is as-needed services for which the cost and fee shall be determined at the time work is defined. No work shall commence under Task B without prior written authorization from the County.

TASK B.1 ADDITIONAL UTILITY INVESTIGATION

Task B.1.1. Utility Coordination and Survey. In the event a utility is unable to provide the ground marking and certified survey data requested in Task A.7.7, the Consultant shall provide Utility Quality Level B information for

the utility in accordance with ASCE Standard Guideline for Investigating and Documenting Existing Utilities (CI/ASCE 38-22).

Any ground disturbing activity shall not begin until cultural clearance has been provided.

TASK B.2 STATE LAND COORDINATION

Task B.2.1 State Land Coordination. Consultant will assist the County with record research at the State Land Office. Consultant will provide exhibits for the purposes of coordinating design efforts with the State Land Department showing the proposed grading and drainage improvements including channels, culverts, land ownership, easements, right-of-way, utilities. The exhibit shall be updated as required throughout the design phase to promote timely decisions and to help expedite overall right-of-way processes with the State Land Department.

TASK B.3 OTHER SERVICES

Task B.3.1 Other Services. The Consultant may be called upon to perform services unknown of or identified subsequent to the original scoping of the project. These efforts may be caused by unforeseen issues that arise after the development of this scope of work. Potential services could include the need to attend additional meetings, provide displays or summaries, perform additional analysis, provide additional design (e.g. Section 404 individual permit, noise wall design, joint trench design, hydraulic analyses), or other efforts associated with the project beyond those identified within this scope of work.

TASK C – POST DESIGN SERVICES

Task C is as-needed services for which the cost and fee shall be determined at the time work is defined. No work shall commence under Task C without prior written authorization from the County.

TASK C.1 PRE-BID SERVICES

Task C.1.1 Pre-Bid Services. PCDOT will coordinate all Pre-Bid Services and will act as the principal initial contact for pre-bid questions. However, the following additional efforts may be required by the CONSULTANT.

- Attending pre-bid meetings
- Assisting in the preparation of amendments
- Addressing questions on the plans and specifications
- Bid evaluations

TASK C.2 CONSTRUCTION SERVICES

Task C.2.1. Construction Services. PCDOT will coordinate all Construction Services and will act as the principal initial contact for construction questions. However, the following additional efforts may be required by the Consultant.

- Attending the pre-construction meeting and partnering meetings if any
- Attending weekly construction meetings at the project site
- Making site observations of the work under construction
- Evaluating and/or recommending changes in the construction documents
- Providing design details and revised drawings as needed to support construction
- Reviewing shop drawings, erection procedure plans, form work details, and proposals for substitutions or "approved alternates"
- Evaluating value engineering proposals
- Preparing the "as-built" documents

Assumption: Maintenance and protection of traffic would be minimal because there is no pliable roadway existing. This should not be an issue for the community due to other nearby available routes.

TASK C.3 POST CONSTRUCTION SERVICES

Task C.3.1 Post Construction Electronic As-Builts. The Consultant will provide the County drafting services to incorporate the Contractors redlined record documents into an electronic as built in accordance with the requirements of PCDOT Network Management Systems Division.

End of Exhibit A – Scope of Services

EXHIBIT B - COMPENSATION SCHEDULE (44 pages)

1. COST PLUS FIXED FEE SCHEDULE OF PAYMENTS

(Detailed by Major Milestone, Not to Exceed Cost by Task (Direct Labor, Indirect, and Other Direct Costs), and Fixed Fee)

2. COMPENSATION DETAILS

A. Cost Allocation and Ceilings

The compensation schedule will contain the negotiated cost allocations for each individual task. The compensation schedule will be used to monitor cost expenditures and sets the fixed price that can be charged for work pursuant to the specified task.

B. Cost Adjustments

If, for valid reason(s), Consultant notifies the Project Manager that the requisite work cannot be performed within the task's compensation allocation, and the Project Manager (PM) concurs, County will consider modifying cost allocations. The total compensation may be increased only by formal amendment to this agreement.

C. Progress Payments

It is anticipated certain elements of the Project may take longer than 1 month to complete. These elements may be at considerable cost to Consultant prior to their full completion and acceptance by County. In such cases, at the sole discretion of County, County may authorize interim progress payments to Consultant. The invoice from Consultant will be proportionate to the actual percentage of work completed through the period covered by the invoice, as accepted by the PM.

D. The Fixed Fee for each assignment will be negotiated on a case-by-case basis. The fee will be a percent of the Consultant or Co- Consultant level of effort cost estimate agreed to by the County excluding Sub-Consultants and other direct cost estimates. The fee will be fixed for the scope of work detailed in the contract. The fixed fee percentage will be based upon historical departmental percentages for similar assignments, published industry guidelines and magnitude and duration of the assignment. Fixed Fee for engineering SubConsultants will generally follow the same guidelines established for the prime consultants but can also be negotiated on a case-by-case basis as appropriate.

E. COST ITEMS

1. Hourly Billing

a. Hourly Billing Rates

- Actual Payroll Rates within published industry standards
- Actual payroll rates for each person anticipated to be performing services on the assignment will be provided in advance of execution of the contract. Said listing will be updated on an annual basis during the term of the contract
- Hourly fee schedules for various position titles are not allowed

b. Annual Salaried Professionals

- Annual Salary individuals working a normal forty (40) hour week will be divided by two thousand eighty (2,080) hours to arrive at hourly billing rates
- Annual Salary individuals working a normal thirty-seven and one-half (37.5) hour week will be divided by one thousand nine hundred fifty (1,950) to arrive at hourly billing rates

- c. Allowable Annual Increases
 - Reasonable annual salary increases within published industry standards will be allowed and approved in advance
 - Unusually high proposed increases and increases above published industry standards will be agreed to on a case by case basis.
 - d. SubConsultants

Specific billing arrangements will be negotiated with specialty SubConsultants such as the following:

 - Attorneys
 - Financial Advisors
 - Surveyors
 - Subsurface Consultants
 - Specialty Consultants
 - e. Vacation/Holidays
 - Included in firm's audited multiplier
 - f. Sick Time
 - Included in firm's audited multiplier
 - g. Billing for non-productive idle time
 - No billing for vehicle driving time (commuting time)
 - Allow billing during air travel to Pima County for actual time worked on Pima County projects
 - Short-term assignments are negotiable
2. Multipliers
- a. Only audited multipliers following Generally Accepted Accounting Principles (GAAP) or Federal Single Audit principles are allowed
 - b. Corporate, Regional or Local Audited Multipliers of firms will be negotiated for each contract
 - c. Job Site multipliers will be negotiated in the event the County provides office space or job site trailers for the Consultant
 - d. County will consider annual audited multipliers or fixed multipliers for the contract period
3. Travel Time
- a. Air Travel
 - Allow only for time spent on aircraft working on Pima County projects
 - b. Land Travel
 - Not allowed from Phoenix Metro Area to Pima County (both ways)
 - Not allowed to and from airports
 - c. Local Travel between meetings and job sites
 - Allowed
4. Expenses
- a. Mileage (Between Phoenix Metro Area and Pima County)
 - Approve at the established County mileage rate

- Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting not allowed
- b. Mileage – local
- Approve at the established County mileage rate only allowable for projects outside a radius of 50 miles from 130 W. Congress, Tucson, AZ 85701.
 - Included in firm's audited multiplier or as other direct cost
 - Mileage for commuting to and from work place not allowed
- c. Car Rental/Lease/Corporate Vehicles
- Included in firm's audited multiplier or as other direct cost
- d. Hotel/Meals
- Allow only for infrequent call-in of an out of state consultant for a limited period of time
 - Establish daily limits in accordance with Federal Guidelines and negotiable for unusual circumstances
 - Allowed charges to be identified as other direct costs
- e. IT/Phone/Internal Delivery Charges/Normal Postage/Miscellaneous/Other Administrative Charges
- Include in firm's audited multiplier
- f. Relocation, second domicile or subsistence expenses
- Negotiable on a case by case basis
- g. Reproduction Costs
- Bill as other direct costs if not in audited multiplier
- h. All other direct costs will be detailed in the contract billing
5. Unallowable Costs
- a. Bonus
- Not allowed as a direct charge or in the multiplier
- b. Entertainment Costs
- c. Marketing Costs
- Only as allowed in audited multipliers
- d. Non-identifiable Costs
- e. Donations
- Only as allowed in audited multipliers
- f. Mark-up on subconsultants
- g. Travel time from Phoenix Metro Area to Pima County (both ways)
- h. Air travel for commuting purposes

C. INVOICING

Consultant will submit invoices monthly, to the Project Manager, with appropriate supporting data and documentation and in a format as prescribed by the Project Manager. The Project Manager may delay approval for up to five (5) work days to review the Progress Report and invoice. The invoice will tabulate the costs associated with each individual task. All Task (deliverables) and Subcontracted Service costs will be appropriately documented. The Project Manager will review and check the invoice to determine if it is complete and acceptable. If the Project Manager determines the invoice to be complete and acceptable, the Project Manager will approve the invoice and forward it for processing the payment.

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PSOMAS

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5/19/2025

The attached compensation schedule to complete the Scope of Services was developed with the following assumptions.

General Project Assumptions:

1. The pavement limits for the Campbell Extension project is from Josephine Canyon Drive on the south end (Pima County) and Tunnel Canyon Place on the north end (Town of Sahuarita) for a distance of approximately 0.74 miles. There are no intersecting side streets.
2. The limits for the pedestrian and bicycle connection is from White House Canyon Road on the south end (Pima County) and Tunnel Canyon Place on the north end (Town of Sahuarita) for a distance of approximately 0.92 miles. The connection will be designed as a 12-ft multi-use path (MUP) from White House Canyon Road until north of Sawmill Canyon Wash where it will transition to match existing sidewalk/bike lane on either side of the road.
3. Where estimated hours are based on an assumed number (meetings, duration, etc.), that information is noted in the hourly breakdown spreadsheet.
4. No Environmental Analysis and Mitigation Report (EAMR) will be prepared for this project. An Environmental Assessment following the NEPA process will be prepared instead of an EAMR.
5. While it is intended for the structure over Sawmill Canyon Wash to be an all-weather access crossing and convey the 100-year storm event without flows overtopping the roadway, the structure may be designed to convey a smaller storm event with some overtopping during larger events should it be in the best interest of the project. The compensation is based on the design of an 8-cell hybrid reinforced concrete box culvert. Structural calculations will be created for this main culvert. The other culverts will be per standard plan and will not require calculations.

Direct Cost Assumptions:

Displays – Assume 2 - 3'x10' displays for public meetings.

Reproductions – Assume:

- 2000 8.5x11 B/W sheets (Reports, Misc.)
- 1000 8.5x11 color sheets (Reports, Misc.)
- 1000 11x17 B/W sheets (Plans, Misc.)
- 500 11x17 color sheets (Design Concept Report, Misc.)
- 400 24x36 bond (Plans)
- 100 24x36 mylar (Plans)

Subconsultant direct costs are broken down on individual proposals.

Task Assumptions:

Task A – Design Services

1. Plans will be submitted in ACAD Civil3D format.

Task A.1.3 – Meetings and Communication

1. Attendance at regular project meetings is assumed to include the Project Manager, Sr. Project Engineer, and representatives from subconsultants as needed based on project needs. Assuming a 15-month schedule.
2. Includes site visits during design. Assumes 3 visits.
3. A 30% Build vs No-Build Report is excluded. No-build would be existing condition with no all-weather connection.

Task A.1.4 – Coordinate Between Participating Agencies

1. Up to five coordination meetings with various agencies are included.
2. The project will be coordinated and approved through ADOT for the federal funding.
3. Psomas will assist the County Project Manager with the completion of forms for the environmental clearance, right-of-way clearance, utility clearance and materials clearance as a part of the federal construction funding authorization request.

Task A.1.6 – Cost Estimating

1. Base Estimate relates to these scope of work assumptions and the associated Compensation Schedule.
2. Preliminary Construction Cost Estimates will be prepared for the Initial Design Phase, Final Design Phase, Initial PS&E and Final PS&E.

Task A.3 – Public Participation

1. Psomas will attend one (1) public open house meeting. It is assumed attendance will include the Project Manager and Project Engineer.
2. Psomas will attend one (1) Mayor and Council meeting around the 30-60% stage to provide a project update. It is assumed attendance will include the Project Manager and Project Engineer.
3. Psomas will prepare and provide printed graphic displays if requested, up to the amount listed in Direct Cost Assumptions, and will assist with electronic graphics to include in PowerPoint presentations for the meetings.

Task A.6 – Environmental Impact Screening

1. The forms will be prepared using the format in the Pima County Roadway Design Manual.

Task A.7 – Survey and Mapping

1. A closed field traverse is not required with the Horizontal methodology used.
2. County Survey will review/verify the control used by the Consultant and the field references.
3. Exclusions for the Project include:
 - a. Easement staking
 - b. Topographic mapping except at tie-in locations
 - c. Pre/bid services
 - d. Post construction survey services
 - e. Construction survey layout

Task A.7.6 – Aerial Mapping

1. For aerial topographic data, meta data bare earth model collected from USGS 3DEP elevation data with 1M resolution will be used. The data was flown in 2021 and published in 2024. Spatial reference used for tiles of the one-meter DEM within the conterminous United States (CONUS) is Universal Transverse Mercator (UTM) in units of meters, and in conformance with the North American Datum of 1983 (NAD83). All bare earth elevation values are in meters and are referenced to the North American Vertical Datum of 1988 (NAVD88). Each tile is distributed in the UTM Zone in which it lies.

Task A.8.1 – Review Existing Drainage Plans and Reports

1. County and Town will provide existing plans and reports for review to supplement those which Psomas has or can obtain easily online.

Task A.8.2 – Peak Discharge Determination

1. It is assumed that a combination of PC Hydro and HEC-HMS will be utilized to calculate peak discharges for all tributary areas impacting the new proposed roadway. This analysis excludes development of a peak flow rate for the major wash crossing at the southern end of the project near Whitehouse Canyon Road which will remain as an at grade crossing and is not improved as part of this project. 2D hydrologic modeling is excluded from the scope of work.

Task A.8.3 – Existing Hydraulic Conditions

1. It is assumed that any 2D modeling necessary for evaluating the project impacts on the floodplain will extend no more than 1500 feet upstream of Campbell Road as necessary to allow hydrograph input developed from HEC-HMS or PC Hydro to normalize before reaching the roadway. Model will be limited downstream to Old Nogales Highway to the west, Madera Highlands Parkway to north and Whitehouse Canyon Road to the south, excluding the floodplain analyses associated with the at grade crossing to remain. It is also assumed that floodplain analyses and associated impacts are only necessary for the 100-year storm event. It is assumed that sediment transport analyses will be limited to conveyance capacity calculations comparing the existing river cross section to the culvert opening size utilizing the simplified equations in the Standards Manual for Drainage Design and Floodplain Management manual. Other sediment transport or geomorphic studies are excluded from the scope of work.

Task A.8.4 – Drainage Reports

1. 404 Permitting needs assumed to be determined by environmental subconsultant and determination included in the report as discussion.

Task A.8.5 – FEMA Requirements

1. It is assumed that there will be no impacts to the downstream FEMA Designations which do not include a Zone D since there will be no impacts to peak flows in the Santa Cruz River which is mapped downstream, resulting from this project. Any impacts to flooding in general will be evaluated as part of Task A.8.3. This Task appears remnant from a prior Project.

Task A.8.6 – Watersheds

1. It is assumed that Tasks A.8.2 and A.8.3 which developed hydrology and hydraulics for the model will reach the intent of this task which appears to be remnant from the West Valencia Project.

Task A.8.7 – Proposed Improvements

1. It is assumed that the description is intended to state Campbell and not Valencia Road, and the general intent and direction will be followed and are being met by Tasks A.8.2 and A.8.3.

Task A.8.8 – Hydrology

1. It is assumed that the hydrologic analyses for the project will be performed using Flo2D and a 3-hour storm for the major roadway crossings given their total drainage areas and that 1 hour storms will only be used for localized runoff. Psomas will confirm design storm applicability through coordination with the Pima County Flood Control District per the two assumptions provided by the County for Task A.8 overall.

Task A.9 – Geotechnical Investigation

1. Project will include 10 drilled boreholes approximately 6-8 inches in diameter. Traffic control will not be required for all boreholes.
2. Evaluation of on-site soils for various backfill purposes is not included.

Task A.10 – Pavement Design

1. No traffic counts will be collected and ESAL calculations will be developed based on the number provided by the County.

Task A.14 – Environmental Analysis and Mitigation Report

1. This task is renamed to Environmental Assessment.

Tasks A.14.1 thru A.14.4 – Environmental Assessment

1. These subtasks are revised to match the Environmental Assessment (EA) Document scope of work as outlined in WestLand's scope and fee, attached.

Tasks A.14.5 thru A.14.12 – Environmental Assessment

1. A 4(f) evaluation is required.
2. A Biological Evaluation Short Form (BESF) will be acceptable for the project, a full Biological Evaluation will not be prepared.
3. A memo documenting Clean Water Act Section 404 permitting will be prepared. It is not anticipated that a Section 404 permit will be required for work within Sawmill Canyon Wash.
4. A Preliminary Jurisdictional Delineation and Nationwide Permit application will not be required and no associated pre-application meetings with the Corps or Pima County are included.
5. No lead-based paint or asbestos testing will be conducted.
6. A Phase 1 Environmental Site Assessment is included.
7. A qualitative assessment of air quality will be included in the EA. No modeling will be done.
8. Per the RFQ, noise modeling will not be required and is not included in this scope of work. Should the County or ADOT determine that additional noise modeling is required, a separate scope and fee will be provided.
9. WestLand (not the County) will conduct and provide a Cultural Resources Survey and Report as outlined in the attached scope and fee.
10. Two known archaeological sites were previously recorded. It is assumed no new archaeological sites will be discovered.

Task A.15 – Right-of-Way Acquisition Support

1. Based on research of existing parcels, it is anticipated that up to 6 title reports will be requested and reviewed.

Task A.16 – Preparation of Construction Documents

1. Design and PS&E Construction documents will cover the limits described in the general project assumptions.
2. No traffic control plans will be prepared since the majority of the project doesn't have existing traffic. The contractor will be responsible for traffic control plans.
3. Design and calculations will be provided for the custom engineered culvert structure for the Sawmill Canyon Wash, including a Structure Type Selection Report. No Load Rating Report is required.
4. Construction sequencing and traffic control plans are excluded from the plans.
5. Sanitary sewer system modifications will be limited to adjustment of existing manhole rims to final grade.
6. Water modifications will be limited to adjustment of valves to final grade. It is assumed that the rest of the water system within the project limits will not be in conflict with the improvements.
7. Landscape tasks to include what is listed in the Wheat Design A J2 Design Studio's scope and fee, attached.

Tasks B and C – Additional Services and Post Design Services

1. Budget included for these tasks are estimates to establish an approximate placeholder for the types of efforts described in the Scope of Services, including the potential for 10 (ten) potholes. They will be invoiced on a time and materials basis and additional funds will be requested if original funds are exhausted. These funds will not be used unless authorized in writing by the County.

Campbell Extension

PSOMAS

ESTIMATED DIRECT LABOR (Psomas)

<u>Classification</u>	<u>Estimated Man-hours</u>	<u>Direct+OH Labor Rate</u>	<u>Direct Hourly Rate</u>	<u>Loaded Labor Costs</u>
Project Principal	0	\$ 278.47	\$ 100.00	\$ -
Sr. Project Manager Structures	35	\$ 278.47	\$ 100.00	\$ 9,746.45
Sr. Project Manager	0	\$ 209.69	\$ 75.30	\$ -
Project Manager	504	\$ 183.09	\$ 65.75	\$ 92,277.36
Sr. Project Engineer	744	\$ 181.01	\$ 65.00	\$ 134,671.44
Project Engineer	1,180	\$ 147.59	\$ 53.00	\$ 174,156.20
Designer	1,198	\$ 123.08	\$ 44.20	\$ 147,449.84
Survey Manager	26	\$ 169.59	\$ 60.90	\$ 4,409.34
Project Surveyor	89	\$ 154.83	\$ 55.60	\$ 13,779.87
Party Chief	13	\$ 99.69	\$ 35.80	\$ 1,295.97
2-Person Crew	120	\$ 172.79	\$ 62.05	\$ 20,734.80
Survey Tech	154	\$ 96.49	\$ 34.65	\$ 14,859.46
Administration	16	\$ 98.86	\$ 35.50	\$ 1,581.76
Intern	172	\$ 61.26	\$ 22.00	\$ 10,536.72
Total	4,251			\$ 625,499.21

ESTIMATED DIRECT EXPENSES

(Listed by Item at Estimated Actual Cost)

<u>Item</u>	<u>Quantity</u>	<u>Amount</u>	<u>Total</u>
Displays	Plot/Mount 1	\$ 500.00	\$ 500.00
Reproductions	1	\$ 500.00	\$ 500.00
Direct Expenses TOTAL			\$ 1,000.00

<u>Subconsultant</u>	<u>Total</u>
Wheat Design A J2 Design Studio	\$35,644.66
WestLand	\$64,106.53
SCE	\$50,536.88
Subconsultant TOTAL	\$ 150,288.07

TOTAL ESTIMATED LABOR (Psomas)	\$ 625,499.21
FEE (10%)	\$ 62,549.92
TOTAL ESTIMATED DIRECT COSTS (Psomas)	\$ 1,000.00
TOTAL ESTIMATED OUTSIDE SERVICES	\$ 150,288.07
SUBTOTAL	\$ 839,337.20

ADDITIONAL SERVICES/POST DESIGN SERVICES

Additional Services	\$ 23,518.85
Post Design Services	\$ 34,126.95
TOTAL ADDITIONAL SERVICES/POST-DESIGN SERVICES	\$ 57,645.80

TOTAL ESTIMATED COST	\$ 896,983.00
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CONTRACT TOTAL	\$ 896,983.00
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$$\text{Labor Cost} = \text{Direct Labor Rate} + \text{Overhead}$$

Project Number:	7PIM250101
Project Name:	Campbell Extension
Project Manager:	Cheryl Spatz
Date:	5/19/2025

[illegible]

Psomas

Project Fee Estimate / Authorized Task List

Labor Cost = Direct Labor Rate + Overhead

Project Number:

Project Name:

Project Manager:

Date:

7PIM250101

Campbell Extension

Cheryl Spatz

5/19/2025

BLI No.	Design Description	Project Principal \$ 278.47 / Hrs.	/ Hr. Amount	Sr. Project Manager Structures \$ 278.47 / Hr.	/ Hr. Amount	Project Manager \$ 183.09 / Hr.	/ Hr. Amount	Sr. Project Engineer \$ 181.01 / Hr.	/ Hr. Amount	Project Engineer \$ 147.59 / Hr.	/ Hr. Amount	Designer \$ 123.08 / Hr.	/ Hr. Amount	Survey Manager \$ 169.59 / Hr.	/ Hr. Amount	Project Surveyor \$ 154.83 / Hr.	/ Hr. Amount	Party Chief \$ 99.69 / Hr.	/ Hr. Amount	2-Person Crew \$ 172.79 / Hr.	/ Hr. Amount	Survey Tech \$ 96.49 / Hr.	/ Hr. Amount	Administration \$ 98.86 / Hr.	/ Hr. Amount	Intern \$ 61.26 / Hr.	/ Hr. Amount	Psomas Labor Cost	Fee 10%	Subconsultants Amount	Task Total		
Task A.9	Geotechnical																																
A.9.1	Geotech Testing and Analysis and Report		\$ -	4	\$ 1,113.88	2	\$ 366.18	2	\$ 362.02		\$ -		\$ -		\$ -	1	\$ 154.83	1	\$ 99.69	8	\$ 1,382.32		\$ -		\$ -		\$ -		\$ -	\$3,478.92	\$347.89	\$41,929.61	\$45,756.42
A.9.2	Quality Control Review		\$ -		\$ -	2	\$ 366.18	2	\$ 362.02		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$728.20	\$72.82	\$5,700.48	\$6,501.50	
	Total Geotechnical	-	\$ -	4	\$ 1,113.88	4	\$ 732.36	4	\$ 724.04	-	\$ -	-	\$ -	-	\$ -	1	\$ 154.83	1	\$ 99.69	8	\$ 1,382.32	-	\$ -	-	\$ -	-	\$ -		\$4,207.12	\$420.71	\$47,630.09	\$52,257.92	
Task A.10	Pavement Design																																
A.10.1	Pavement Design Report	-	\$ -	-	\$ -	2	\$ 366.18	6	\$ 1,086.06	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		\$1,452.24	\$145.22	\$2,906.79	\$4,504.25	
	ESAL Calculations							4																									
	Coordinate Pavement Design					2		2																									
A.10.2	Quality Control Review		\$ -		\$ -	4	\$ 732.36		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$732.36	\$73.24		\$805.60	
	Total Pavement Design	-	\$ -	-	\$ -	6	\$ 1,098.54	6	\$ 1,086.06	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		\$2,184.60	\$218.46	\$2,906.79	\$5,309.85	
Task A.13	Project Assessment (PA)																																
A.13.1	Project Assessment Report	-	\$ -		\$ -	32	\$ 5,858.88	60	\$ 10,860.60	32	\$ 4,722.88	32	\$ 3,938.56	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		\$25,380.92	\$2,538.09	\$1,224.74	\$29,143.75	
	Draft Report Writing/Preparation					20		40		20		20																					
	Final Report Writing/Revisions					12		20		12		12																					
A.13.5	Cost Estimate		\$ -		\$ -	6	\$ 1,098.54	8	\$ 1,448.08	12	\$ 1,771.08	16	\$ 1,969.28		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 735.12	\$7,022.10	\$702.21		\$7,724.31		
A.13.6	Quality Control Review of PA		\$ -		\$ -	4	\$ 732.36	4	\$ 724.04		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$1,456.40	\$145.64		\$1,602.04	
	Total Project Assessment (PA)	-	\$ -	-	\$ -	42	\$ 7,689.78	72	\$ 13,032.72	44	\$ 6,493.96	48	\$ 5,907.84	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	12	\$ 735.12		\$33,859.42	\$3,385.94	\$1,224.74	\$38,470.10	
Task A.14	Environmental Assessment																																
A.14.1	EA Preparation and ADOT Coordination		\$ -		\$ -	8	\$ 1,464.72	2	\$ 362.02		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$1,826.74	\$182.67		\$2,009.41	
A.14.3	BESF and PPC Survey		\$ -		\$ -	2	\$ 366.18	2	\$ 362.02		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$728.20	\$72.82	\$9,294.67	\$10,095.69	
A.14.4	Environmental Assessment Document	-	\$ -		\$ -	4	\$ 732.36	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		\$732.36	\$73.24	\$10,519.69	\$11,325.29	
	Draft Report Writing/Preparation					2																											
	Final Report Writing/Revisions					2																											
A.14.5	Cultural Resources Inventory and Report		\$ -		\$ -	2	\$ 366.18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$366.18	\$36.62	\$12,146.19	\$12,548.99	
A.14.6	Biological Evaluation		\$ -		\$ -	2	\$ 366.18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$366.18	\$36.62		\$402.80	
A.14.7	Vegetation Sampling/Measurement		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -	\$10,744.56	\$10,744.56	
A.14.8	Clean Water Act Permitting		\$ -		\$ -	2	\$ 366.18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$366.18	\$36.62		\$402.80	
A.14.9	Hazardous Materials Survey		\$ -		\$ -	2	\$ 366.18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$366.18	\$36.62	\$5,040.00	\$5,442.80	
A.14.10	Air Quality		\$ -		\$ -	2	\$ 366.18		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$366.18	\$36.62		\$402.80	
A.14.11	NOT USED		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$ -	\$ -			
A.14.12	Quality Control Review of Reports		\$ -		\$ -	2	\$ 366.18	2	\$ 362.02		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -				\$728.20	\$72.82		\$801.02	
	Total Environmental Assessment	-	\$ -	-	\$ -	26	\$ 4,760.34	6	\$ 1,086.06	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -		\$5,846.40	\$584.64	\$47,745.11	\$54,176.15	
Task A.15	Right-of-way Acquisition Support																																
3.19.1	Existing Right-of-Way and Easements		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	12	\$ 1,857.96		\$ -		\$ -	40	\$ 3,859.60		\$ -		\$ -		\$5,717.56	\$571.76		\$6,289.32	
3.19.2	Right-of-Way Plans		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	8	\$ 1,356.72	12	\$ 1,857.96		\$ -		\$ -	60	\$ 5,789.40		\$ -		\$ -		\$9,004.08	\$900.41		\$9,904.49	
3.19.3	Quality Control Review		\$ -		\$ -	2	\$ 366.18	2	\$ 362.02		\$ -		\$ -	4	\$ 678.36	12	\$ 1,857.96		\$ -		\$ -	12	\$ 1,157.88		\$ -		\$ -		\$4,422.40	\$442.24		\$4,864.64	
	Total Right-of-way Acquisition Support	-	\$ -	-	\$ -	2	\$ 366.18	2	\$ 362.02	-	\$ -	-	\$ -	12	\$ 2,035.08	36	\$ 5,573.88	-	\$ -	-	\$ -	112	\$ 10,806.88	-	\$ -	-	\$ -		\$19,144.04	\$1,914.40		\$21,058.44	
Task A.16	Preparation of Construction Documents																																
A.16.1	Initial Design Phase Plans	-	\$ -	4	\$ 1,113.88	16	\$ 2,929.44	48	\$ 8,688.48	98	\$ 14,463.82	104	\$ 12,800.32	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	16	\$ 980.16	\$40,976.10	\$4,097.61		\$45,073.71		
	Cover Sheet							4				8																					
	Typical Sections					2		4		8		16																					
	Initial Roadway Plans (40 Scale, Hz/Vert Alignments)					4		12		40		40																					
	Initial Major Crossings Drainage Plans (20 Scale)					4		8		20		20																					
	Initial Pavement Marking Plans (40 Scale, Double VP)							8		12		12														16							
	Initial Bridge Plans			4				4				4																					
	Right-of-Way Needs Assessment					4		8				8																					
	Cross-sections (@ 100 ft, 6/sheet)					2		4		6		8																					
A.16.2	Final Design Phase Plans	-	\$ -	12	\$ 3,341.64	20	\$ 3,661.80	56	\$ 10,136.56	224	\$ 33,060.16	118	\$ 14,523.44	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	28	\$ 1,715.28	\$66,438.88	\$6,643.89	\$6,659.06	\$79,741.83		
	Cover Sheet & General Notes					2		4				4																					
	Typical Sections					2		4		6		6																					
	Pavement Structural Sections							2		4		8																					
	Geometric Control (40 Scale, Double VP)					2		4		8		8																					
	Roadway Plans (40 Scale)					4		12		24		24																					
	Major Crossings Drainage/Minor Culvert Plans (20 Scale)					4		8		16		16																					
	Bridge Plans and Design Calculations (4 sheets)			8						100																							
	Drainage Area Grading/Details Plans (40 Scale)					2		6		12		12																					
	Landscape Plan (Sample Plan/Details per RDM)																																
	Pavement Marking Plans (40 Scale, Double VP)							6		8		8														12							
	Cross-sections (@ 100 ft, 6/sheet)					2		4		6		8																					
	Quantities / Cost Estimate			4		4		8		40		24														16							
A.16.3	Initial PS&E	-	\$ -	6	\$ 1,670.82	62	\$ 11,351.58	150	\$ 27,151.50	254	\$ 37,487.86	260	\$ 32,000.80	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	56	\$ 3,430.56	\$113,093.12	\$11,309.31	\$6,659.06	\$131,061.49		
	Cover Sheet & General Notes							2				2																					
	Typical Sections					2		2		4		4																					
	Pavement Structural Sections							2		2		4			</																		

Psomas
Project Fee Estimate / Authorized Task List

Labor Cost = Direct Labor Rate + Overhead

Project Number: 7PIM250101
Project Name: Campbell Extension
Project Manager: Cheryl Spatz
Date: 5/19/2025

BLI No.	Design Description	Project Principal		Sr. Project Manager Structures		Project Manager		Sr. Project Engineer		Project Engineer		Designer		Survey Manager		Project Surveyor		Party Chief		2-Person Crew		Survey Tech		Administration		Intern		Psomas Labor Cost	Fee 10%	Subconsultants Amount	Task Total
		\$ 278.47 Hrs.	/ Hr. Amount	\$ 278.47 Hrs.	/ Hr. Amount	\$ 183.09 Hrs.	/ Hr. Amount	\$ 181.01 Hrs.	/ Hr. Amount	\$ 147.59 Hrs.	/ Hr. Amount	\$ 123.08 Hrs.	/ Hr. Amount	\$ 169.59 Hrs.	/ Hr. Amount	\$ 154.83 Hrs.	/ Hr. Amount	\$ 99.69 Hrs.	/ Hr. Amount	\$ 172.79 Hrs.	/ Hr. Amount	\$ 96.49 Hrs.	/ Hr. Amount	\$ 98.86 Hrs.	/ Hr. Amount	\$ 61.26 Hrs.	/ Hr. Amount				
A.16.4	Final PS&E	-	\$ -	6	\$ 1,670.82	64	\$ 11,717.76	64	\$ 11,584.64	226	\$ 33,355.34	254	\$ 31,262.32	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	60	\$ 3,675.60	\$93,266.48	\$9,326.65	\$5,976.97	\$108,570.10
	Cover Sheet & General Notes											2																			
	Typical Sections					2		2		4		4																			
	Pavement Structural Sections									2		2																			
	Civil Details					4		4		12		12																			
	Drainage Details					4		4		16		24																			
	Summary Sheets (RCB, Drainage, Barrier)					2		2		12		12																			
	Demolition Plans (40 Scale, Double VP)					2		2		12		16																			
	Geometric Control (40 Scale, Double VP)					2		2		4		4																			
	Roadway Plans (40 Scale)					6		6		16		16																			
	Drainage Area Grading/Detail Plans (40 Scale)					2		2		8		8																			
	Cross Drainage Plans (20 Scale)					2		2		12		12																			
	Landscape Plans (with NPI)																														
	Pavement Marking Plans (40 Scale, Double VP)					2		2		8		12														8					
	Signing Plans (with Summaries) (40 Scale, Double VP)					2		2		8		16														12					
	Staking Plans (3 locations)					4		4		8		16																			
	SWPPP (Sheets and Book)					4		4		24		28																			
	Traffic Control Plans - Excluded																														
	Bridge Plans				2						16																				
	Special Provisions						16		16																						
	Cross-sections (@ 100 ft. 6/sheet)						2		2		8		10																		
Quantities / Cost Estimate						4		4		20		20														16					
Final Revisions to Plans, Specs and Estimate (Sealed Plans)						4		4		36		40														24					
A.16.5	Quality Control Review of Plans	-	\$ -	2	\$ 556.94	28	\$ 5,126.52	44	\$ 7,964.44	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$13,647.90	\$1,364.79		\$15,012.69
	Initial Design QA/QC					4		8																							
	Final Design QA/QC					4		8																							
	Initial PS&E QA/QC					8		12																							
	Final PS&E QA/QC			2		4		8																							
	Responses to all review comments					8		8																							
Total Preparation of Construction Documents		-	\$ -	30	\$ 8,354.10	190	\$ 34,787.10	362	\$ 65,525.62	802	\$ 118,367.18	736	\$ 90,586.88	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	160	\$ 9,801.60	\$327,422.48	\$32,742.25	\$19,295.09	\$379,459.82
	Subconsultant Services Totals (Tasks 3.1-3.22)																														
	Wheat Design A J2 Design Studio - Landscape Architecture		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						\$35,644.66
	Westland Resources - Environmental Planning		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						\$57,237.04
	Westland Resources - Direct Costs		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						\$1,829.49
	Westland Resources - Conformance		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						\$5,040.00
	SCE - Geotech		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -						\$50,536.88
	Total Subconsultant Services Totals (Tasks 3.1-3.22)	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -				\$150,288.07
Proposal Total		-	\$ -	35	\$ 9,746.45	504	\$ 92,277.36	744	\$ 134,671.44	1,180	\$ 174,156.20	1,198	\$ 147,449.84	26	\$ 4,409.34	89	\$ 13,779.87	13	\$ 1,295.97	120	\$ 20,734.80	154	\$ 14,859.46	16	\$ 1,581.76	172	\$ 10,536.72	\$625,499.21	\$62,549.92	\$150,288.07	\$838,337.20
Task B	Additional Services																														
B.1	Additional Utility Investigation	-	\$ -	-	\$ -	2	\$ 366.18	-	\$ -	2	\$ 295.18	8	\$ 984.64	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1	\$ 98.86	-	\$ -	\$1,744.86	\$174.49	\$8,856.00	\$10,775.35
	Utility QL-B for Utility Company Unable to Perform - With Coord Time		\$ -		\$ -	2	\$ 366.18																1								\$8,856.00
	Additional Utility Mapping		\$ -		\$ -		\$ -		\$ -	2	\$ 295.18	8	\$ 984.64																		
B.2	State Land Coordination	-	\$ -	-	\$ -	8	\$ 1,464.72	8	\$ 1,448.08	-	\$ -	4	\$ 492.32	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1	\$ 98.86	-	\$ -	\$3,503.98	\$350.40	\$2,000.00	\$5,854.38
	Assisting County with Record Research at the State Land Office		\$ -		\$ -	8	\$ 1,464.72	8	\$ 1,448.08		\$ -	4	\$ 492.32																	\$2,000.00	
B.3	Other Services	-	\$ -	-	\$ -	4	\$ 732.36	8	\$ 1,448.08	8	\$ 1,180.72	8	\$ 984.64	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	1	\$ 98.86	-	\$ -	\$4,444.66	\$444.47	\$2,000.00	\$6,889.13
	Additional Misc Project Needs As Required		\$ -		\$ -	4	\$ 732.36	8	\$ 1,448.08	8	\$ 1,180.72	8	\$ 984.64																	\$2,000.00	
	Total Additional Services	-	\$ -	-	\$ -	14	\$ 2,563.26	16	\$ 2,896.16	10	\$ 1,475.90	20	\$ 2,461.60	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	3	\$ 296.58	-	\$ -	\$9,693.50	\$969.35	\$12,856.00	\$23,518.85
Task C	Post Design Services																														
C.1.1	Pre-Bid Services	-	\$ -	-	\$ -	6	\$ 1,098.54	20	\$ 3,620.20	-	\$ -	8	\$ 984.64	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$5,703.38	\$570.34		\$6,273.72
	Attend Pre-Bid Meetings (2)					2		2																							
	Assist in Preparation of Addendums					2		8				8																			
	Address Questions on Plans and Specifications							10																							
C.2.1	Evaluate Bids					2																									
	Construction Services	-	\$ -	-	\$ -	30	\$ 5,492.70	74	\$ 13,394.74	12	\$ 1,771.08	24	\$ 2,953.92	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	\$23,612.44			

Campbell Extension

PSOMAS SERVICES			
Task	Description	Task Total	Fee (10%)
Task A.1	Project Management and Quality Control	\$ 78,164.65	\$ 7,816.47
Task A.3	Public Participation	\$ 6,960.04	\$ 696.00
Task A.5	Utility Coordination	\$ 44,719.00	\$ 4,471.90
Task A.6	Environmental Impact Screening	\$ 7,282.00	\$ 728.20
Task A.7	Survey and Mapping	\$ 36,150.40	\$ 3,615.04
Task A.8	Drainage Report	\$ 59,559.06	\$ 5,955.91
Task A.9	Geotechnical	\$ 4,207.12	\$ 420.71
Task A.10	Pavement Design	\$ 2,184.60	\$ 218.46
Task A.13	Project Assessment (PA)	\$ 33,859.42	\$ 3,385.94
Task A.14	Environmental Assessment	\$ 5,846.40	\$ 584.64
Task A.15	Right-of-way Acquisition Support	\$ 19,144.04	\$ 1,914.40
Task A.16	<i>Preparation of Construction Documents</i>		
A.16.1	Initial Design Phase Plans	\$ 40,976.10	\$ 4,097.61
A.16.2	Final Design Phase Plans	\$ 66,438.88	\$ 6,643.89
A.16.3	Initial PS&E	\$ 113,093.12	\$ 11,309.31
A.16.4	Final PS&E	\$ 93,266.48	\$ 9,326.65
A.16.5	Quality Control Review of Plans	\$ 13,647.90	\$ 1,364.79
		\$ 625,499.21	\$ 62,549.92

SUBCONSULTANT SERVICES	
Subconsultant	Task Total
Wheat Design A J2 Design Studio - Landscape Architecture	\$ 35,644.66
Westland Resources - Environmental Planning	\$ 57,237.04
Westland Resources - Direct Costs	\$ 1,829.49
Westland Resources - Conformattech	\$ 5,040.00
SCE - Geotech	\$ 50,536.88
	\$ 150,288.07

ADDITIONAL SERVICES (T&M)		
Task	Description	Task Total
Task B	Additional Services	\$ 23,518.85
Task C	Post Design Services	\$ 34,126.95
		\$ 57,645.80

DIRECT EXPENSES		
Item		Task Total
Displays		\$ 500.00
Reproductions		\$ 500.00
		\$ 1,000.00

Fee (10%) **\$ 62,549.92**

CONTRACT TOTAL **\$ 896,983.00**

5/19/2025

WESTLAND RESOURCES

WestLand Project No.12851

April 30, 2025 (rev. May 6, 2025; rev May 13, 2025,rev May 15, 2025)

Campbell Extension: Santa Cruz Impact Fee Benefit Area (4SCIFP)
E. Madera Highlands Parkway to Whitehouse Canyon Road
Sahuarita AZ, Pima County

Environmental and Cultural Scope of Work and Cost Assumptions

Phase 1. Project Management (Task A.1 in RFQ)

- Assumed 15-month schedule.
- All meetings will be virtual.
- Two WestLand team members will attend project status meetings.
- WestLand will attend biweekly meetings during 30% design development over a 3-month period (6 meetings). It is assumed that the first meeting will be the kick-off meeting.
- WestLand will conduct internal project administrative tasks to track schedule and budget and will prepare monthly status reports in conjunction with invoicing over the 15-month life of the project.

Phase 2. Public Participation (Task A.3 in the RFQ)

- The WestLand PM will attend 1 public meeting.
- Pima County will organize the public meeting and have responsibility for notification and preparation of materials for the meeting.

Phase 3. Environmental Impact Screening (Task A.6 in the RFQ)

- Psomas will provide 30% designs and any other project description documents to WestLand.
- WestLand will facilitate one Environmental Coordination Meeting (virtual).
 - Two WestLand team members will participate in this meeting.
- WestLand will prepare the Questionnaire for Establishing Potential Areas of Impact using the format in the Pima County Roadway Design Manual.
 - One WestLand biologist will conduct a one-day site visit to characterize the project area and identify habitat for wildlife including special status species.
 - WestLand will coordinate with County personnel to gather data.
 - WestLand will incorporate data gathered for other tasks.

- WestLand will prepare the Summary Impact Matrix using the format in the Pima County Roadway Design Manual.
 - Data gathered during other tasks will be incorporated into the Matrix.
 - WestLand will conduct the 4(f) analysis and prepare the ADOT-approved form to document the results.
 - Land uses/community character impacts will be described in a separate technical memorandum.
- WestLand will prepare the Environmental Results Memorandum using the format in the Pima County Roadway Design Manual.
 - WestLand will provide one draft memorandum to Psomas, one revised draft memorandum for review by ADOT and Pima County, and one final memorandum.
 - All document versions will be provided in electronic format with three hard copies of the revised draft and final memorandum.
- WestLand will conduct quality control measures on all deliverables and facilitate a project team review meeting.
 - This meeting will be virtual and scheduled for 1 hour.
 - One WestLand team member will attend the meeting.

Phase 4. Project Assessment (Task A.13 in the RFP)

- WestLand will draft the environmental overview section of the PA.
 - WestLand will provide one draft to Psomas, will incorporate comments from ADOT and Pima County's review, and provide the final section to Psomas for incorporation in the PA.

Phase 5. Environmental Assessment (Task A.14 in the RFQ)

- In lieu of completing a County-level Environmental Assessment and Mitigation Assessment (EAMR), it is assumed that an Environmental Assessment (EA) will be completed per ADOT standards.
- The EA document will include:
 - Purpose and Need for the Project
 - Description of the Proposed Action and Alternatives
 - It is anticipated that the alternative designs will be provided by Psomas.
 - The EA will assess impacts of the no action alternative, the preferred alternative, and one action alternative.
 - Existing Conditions
 - Impacts of the Proposed Action

- Mitigation Measures
- An internal draft will be prepared for County review and then revised per County comments.
- A Draft EA will be submitted to ADOT for review
- A final EA will be completed. It is assumed that no review or analysis of public comments on a Draft EA will be necessary.

Phase 6. Resource Studies (Tasks A.14.5 through A.14.11)

- WestLand will conduct the 4(f) analysis and prepare the ADOT-approved form to document the results. This is a Federal Highways Administration requirement.
- A Biological Evaluation Short Form (BESF) will be completed according to current ADOT format and content requirements. This will include accessing AGFD and USFWS on-line tools to generate the list of species to be considered in the analysis.
 - Westland will prepare one draft and one final version of the BESF in electronic format. This assumes concurrent review by Pima County and ADOT (if applicable).
 - A BESF will be acceptable for the project, a full Biological Evaluation will not be prepared. The project is located within the range of the Pima pineapple cactus (PPC), which is an endangered plant protected by the Endangered Species Act. Others will complete the PPC survey and provide the information to WestLand for incorporation in the BESF. Should a PPC be located that cannot be avoided, it may be necessary to complete additional survey and reporting which will be directed by ADOT in that event.
 - A WestLand biologist will conduct a site visit to complete a habitat assessment for other special status species and gather other data to support completion of the County documents.
 - The BESF will suffice to document biological resources in the project area and to support the EA. A separate biological memo will not be prepared.
- Vegetation sampling and inventory will be conducted by others, including any mitigation requirements per County standards.
- A memo documenting Clean Water Act Section 404 permitting will be prepared. It is not anticipated that a Section 404 permit will be required for work within Sawmill Canyon Wash.
- A Preliminary Jurisdictional Delineation and Nationwide Permit application will not be required and no associated pre-application meetings with the Corps or Pima County are included.

- A Preliminary Initial Site Assessment (PISA) will be conducted by ConformaTech.
 - No lead-based paint or asbestos testing will be conducted.
 - If a need for this is identified during the field survey, a scope of work and fee will be submitted for approval prior to taking any action.
 - If real property acquisition is needed, a Phase 1 Environmental Site Assessment may be required and would be done under an additional scope of work and fee.
- A qualitative assessment of air quality will be included in the EA. No modeling will be done.
- A qualitative visual assessment will be done.
 - No KOPs will be identified or assessed.
 - No visual simulations are included. If visual simulations are required, additional fees will be assessed.
- Per the RFQ, noise modeling will not be required and is not included in this scope of work. Should the County or ADOT determine that additional noise modeling is required, a separate scope and fee will be provided.

Phase 7. Class III Cultural Resources Survey and Report (Task A.14.5 – *change from the RFQ which states that County will provide this information*)

According to records available on AZSITE, the state archaeological database, much of the project area has not been surveyed within the past ten years. At least two known archaeological sites are mapped as intersecting the proposed project area. One site, a primarily Hohokam artifact scatter with a small number of historical artifacts, has potential for buried deposits and has previously been recommended as eligible for listing on the Arizona and/or National Register of Historic Places (A/NRHP). The second site represents a historical rubber factory, but the boundaries of this site are in question, and it has not been evaluated for the A/NRHP. Several additional sites are mapped within the immediate vicinity of the project area. WestLand proposes the following tasks:

- Conduct Class I research using the Arizona state online archaeological database and the Arizona State Museum (ASM) Archaeological Records Office; historic General Land Office and USGS topographic maps and patents; the National Register of Historic Places, and archaeological literature.
- Submit a Notification of Intent to survey to the ASM under our existing Arizona Antiquities Act (AAA) blanket survey permit.
- Conduct a Class III pedestrian survey of the project area meeting the standards of the State Historic Preservation Office (SHPO) and the ASM.

- Record any previously identified or newly identified archaeological sites and assess these sites' eligibility for inclusion on the Arizona/National Register of Historic Places.
- Draft a cultural resources inventory report meeting ASM and SHPO standards.
- Produce a final report that addresses any agency comments.
- Register the report with the ASM as required under the AAA permit.

The cost estimate is based on the following assumptions:

- Pima County will arrange right of entry if necessary for privately owned lands.
- The Class III pedestrian survey can be completed for a crew of two archaeologists from WestLand's Tucson office in one 10-hour field day.
- Two previously recorded sites will be assessed. No new archaeological sites will be discovered. If any additional sites are discovered, a cost amendment will be submitted for additional recording and reporting costs.

BUDGET

Westland will conduct the tasks described above in support of the environmental and cultural clearance for the Campbell Extension Project as described in the RFQ. Time will be billed against a not-to-exceed budget at the Project level. Should additional services be identified outside the scope of this proposal, WestLand will coordinate with Psomas to detail the work and level of effort and will not proceed with additional work until authorized to do so by the County.

WestLand for Phases 1 – 7 (see attached budget spreadsheet): \$59,066.53

ConformaTech for Preliminary Initial Site Assessment: \$5,040

Total WestLand Budget: \$64,106.53

WESTLAND LABOR COST BREAKDOWN

Labor Classification	HOURS	2024 Direct Labor Rate (\$)	Overhead (192.74%)	Calculated Billing Rate (\$)	Calculated Billing Rate Total	Fee (10%)	Calculated Billing Rate with fee (\$)
			192.74%			10%	
PHASE 1. Project Management							
Sr. Project Manager	25.5	\$67.03	\$129.19	\$196.22			
Project Controller II	22.5	\$36.54	\$70.43	\$106.97			
Sr Environmental Consultant I	18	\$61.57	\$118.67	\$180.24	\$10,654.76	\$1,065.48	\$11,720.24
PHASE 2. Public Participation							
Sr Project Manager	2	\$67.03	\$129.19	\$196.22	\$392.44	\$39.24	\$431.68
PHASE 3. Environmental Impact Screening (County Documents)							
Sr Project Manager	11	\$67.03	\$129.19	\$196.22			
Sr Environmental Consultant I	22	\$61.57	\$118.67	\$180.24			
Env. Specialist III	32	\$32.78	\$63.18	\$95.96			
Senior Technical Support	2	\$65.23	\$125.72	\$190.95			
Sr Document Production Specialist I or Tech Editor I	8	\$29.92	\$57.67	\$87.59			
Senior Geospatial Analyst III	1	\$52.44	\$101.07	\$153.51			
Geospatial Analyst III	4	\$33.09	\$63.78	\$96.87	\$10,818.03	\$1,081.80	\$11,899.83
PHASE 4. Project Assessment							
Sr Project Manager	2	\$67.03	\$129.19	\$196.22			
Sr Environmental Consultant I	4	\$61.57	\$118.67	\$180.24	\$1,113.40	\$111.34	\$1,224.74
PHASE 5. Environmental Assessment							
Sr Project Manager	7.5	\$67.03	\$129.19	\$196.22			
Sr Environmental Consultant I	20	\$61.57	\$118.67	\$180.24			
Env. Specialist III	26	\$32.78	\$63.18	\$95.96			
Sr Document Production Specialist I or Tech Editor I	15	\$29.92	\$57.67	\$87.59			
Geospatial Analyst III	7	\$33.09	\$63.78	\$96.87	\$9,563.35	\$956.34	\$10,519.69
PHASE 6. Resource Studies/BESF							
Principal Consultant	3	\$77.54	\$149.45	\$226.99			
Sr Project Manager	2	\$67.03	\$129.19	\$196.22			
Sr Environmental Consultant I	9	\$61.57	\$118.67	\$180.24			
Env. Specialist III	24	\$32.78	\$63.18	\$95.96			
Senior Technical Support	1	\$65.23	\$125.72	\$190.95			

Labor Classification	HOURS	2024 Direct Labor Rate (\$)	Overhead (192.74%)	Calculated Billing Rate (\$)	Calculated Billing Rate Total	Fee (10%)	Calculated Billing Rate with fee (\$)
Vehicle & Equipment Coordinator	2	35.57	\$68.56	\$104.13			
Project Manager I	2	\$50.49	\$97.31	\$147.80			
Sr Document Production Specialist I or Tech Editor I	12	\$29.92	\$57.67	\$87.59			
Senior Biologist I	2	\$37.51	\$72.30	\$109.81			
Biologist II	8	\$31.71	\$61.12	\$92.83			
Senior Geospatial Analyst III	2	\$52.44	\$101.07	\$153.51			
Geospatial Analyst III	4.5	\$33.09	\$63.78	\$96.87	\$8,449.70	\$844.97	\$9,294.67
PHASE 7. Cultural							
Sr Project Manager	9	\$67.03	\$129.19	\$196.22			
Vehicle & Equipment Coordinator	2	35.57	\$68.56	\$104.13			
Field Director III	52	\$34.24	\$65.99	\$100.23			
Crew Chief I	8	\$23.23	\$44.77	\$68.00			
Senior Field Technician II	10	\$29.41	\$56.68	\$86.09			
Crew Chief II	2	\$25.63	\$49.40	\$75.03			
Tech Editor I	14	\$29.92	\$57.67	\$87.59			
Senior Geospatial Analyst I	10.5	\$34.96	\$67.38	\$102.34	\$11,041.99	\$1,104.20	\$12,146.19
Labor Total					\$52,033.67	\$5,203.37	\$57,237.04
Direct Expenses							
Print Production Color	25			\$17.25			
Print Production B&W	100			\$23.00			
ASM registration fees	1466			\$1,466.00			
GPS (1 day)	48.76			\$48.76			
iPhone (1 day)	30.48			\$30.48			
Vehicle (1 day)	244			\$244.00			
Total Labor and Expenses				\$1,829.49	\$52,033.67	\$5,203.37	\$59,066.53

May 5, 2025
CTEC Proposal No. TE25-05-01

Kim Otero
WestLand Resources, Inc.
4001 East Paradise Falls Drive
Tucson, Arizona 85712

**RE: Proposal for Preliminary Initial Site Assessment (PISA)
Campbell Road Extension – Santa Cruz Impact Fee Benefit Area
Approximately 5,000 Feet of Right-of-Way
Between Tunnel Canyon Place & Whitehouse Canyon Road
Sahuarita, Arizona**

Ms. Otero:

ConformaTech, Inc. (CTEC) will perform an Arizona Department of Transportation (ADOT)-style Preliminary Initial Site Assessment (PISA) in general accordance with the 2022 ADOT document titled "Hazardous Material Team Preliminary Initial Site Assessment Procedures." The goal of this process is to efficiently assess the presence or absence of environmental contamination, and if present, to provide sufficient information regarding the nature and extent of the material and to aid the design team in minimizing the construction and liability impacts of that contamination. CTEC will make recommendations based upon the limitations of the PISA process only. The PISA will generally comply with ASTM E-1528-06 (Standard Practice for Limited Environmental Due Diligence) as it refers to the following sections: 9, 10.1 and 10.2.

CTEC understands that the project area is approximately 5,000 feet in length and consists of the South Campbell Road right-of-way (ROW) from the intersection of East Tunnel Canyon Place to East Whitehouse Canyon Road in Sahuarita, Arizona. The Campbell Road ROW is paved on its southern portion but primarily consists of an unimproved primitive road. The ROW width varies from 60 feet on the north and 155 feet on the south. CTEC will conduct the PISA within the current ROW. A Draft and Final PISA Report will be provided.

CTEC's scope of services will consist of the following activities:

- Review project design and right-of-way requirements,
- Review existing and previous land uses including:
 - Aerial photo review,
 - USGS topographic maps,
 - DOT sources (as available),
- Review applicable regulatory agency databases (0.1-mile search distance) and available online files if applicable and available, CTEC assumes no more than two agency online files will require review,
- Environmental lien research (right-of-way only),
- Field survey,
- Completion of the PISA Form and supporting report which will present comments and recommendations including the potential need for further investigation.

Assumptions:

- WestLand will provide base maps and project specific details.
- No Phase I ESA will be conducted.
- No right-of-way acquisition is included.
- The draft review will require no more than TWO revisions.
- A potential PISA update, prior to submission of final construction documents to the County, will be conducted under a separate scope of work.

The estimated fee for this PISA is **\$ 5,040.00** and is based on the following Pima County hourly rate and work required:

Environmental Professional 70 hours @ \$72/hour

This cost shall not be exceeded without prior consent of Client. These charges do not include additional consultation, client meetings or other services not specifically stated in the scope of work. If such additional services are requested, additional charges will be based on CTEC's above rate. In the event the project is canceled, CTEC will be compensated for all fees and costs incurred through the date of the cancellation.

CTEC expects completion of the draft PISA within 35 working days of receipt of notice to proceed.

We look forward to working with you on this project. Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify.

Respectfully submitted,

ConformaTech, Inc.



Gerry P. Yarab, R.G.
Environmental Manager
Direct Tel: (520) 573-2045
Direct Fax: (520) 573-0528

SCE ENGINEERING

Scope of Work Professional Engineering Services for Campbell Extension - Santa Cruz Impact Fee Benefit Area (4SCIFP)

SCE Engineering (SCE) is pleased to provide this cost proposal to Psomas for geotechnical services associated with the Campbell Extension project. This project is located in Sahuarita, Arizona. The scope will include final level design geotechnical investigation and analyses for the new construction of Campbell Avenue from approximately 1,550 feet south of Madera Highlands Parkway to Whitehouse Canyon Road. We look forward to providing quality and timely services to the Psomas team and its client – the Town of Sahuarita and Pima County.

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

A. GENERAL INFORMATION

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

Project Name: Campbell Extension – Santa Cruz Impact Fee Benefit Area

Project Client: Psomas

Project Location: Sahuarita and unincorporated Pima County, AZ

Project Description: Extend Campbell Avenue from its existing termini approximately 1,550 feet south of Madera Highlands Parkway in Sahuarita to Whitehorse Canyon Road in unincorporated Pima County and will include traffic conveyance over the Sawmill Canyon Wash and intersection improvements.

Scope of Work: Perform a final level design geotechnical investigation and analyses for the new Campbell Avenue roadway. Develop geotechnical recommendations for pavements, mat-type foundations for the structure that will cross the Sawmill Canyon Wash, and mitigation measures for poor pavement subgrade conditions. Provide a final geotechnical report that includes a summary of the geotechnical investigation and geotechnical recommendations.

SCE Role: Subconsultant

Contract Type: Modified cost-plus fixed fee

Date: 05/21/2025

B. SCOPE OF WORK

Task A.9.1 – Geotechnical Testing and Analysis and Report

1 Project Administration

- **Subtask A.9.1-1.1** – Administering Contract, invoicing, and filing.

2 Data Collection

- **Subtask A.9.1-2.1** – One site visit for one of SCE's employees that will be involved with the fieldwork. Scope includes coordination between senior personnel and the project manager from SCE in preparation for the site visit.
- **Subtask A.9.1-2.2** – Perform 10 drilled boreholes, ranging in depth from approximately 5 feet to 70 feet, along the proposed roadway in support of the pavement design and foundation design. The

boring diameter will be approximately 6 to 8 inches. The estimated total linear footage for these 10 boreholes is 210 feet with actual depths determined in the field. SCE has retained Geomechanics Southwest, Inc. (GSI) to perform the drilling services. SCE will be on-site to collect the soil samples and record the borehole logs and SPT data.

- **Subtask A.9.1-2.3** – Perform laboratory testing on representative soil samples obtained from drilled boreholes. Laboratory tests will include grain size distribution, Atterberg limits, standard proctor, dry density, moisture content, pH, sulfates, chlorides, resistivity, swell/settlement, collapse, consolidation, and R-value tests. SCE has retained Speedie and Associates, Inc. (Speedie) to perform the laboratory testing.
- **Subtask A.9.1-2.4** – Develop right-of-entry permit applications to access borehole locations within Town of Sahuarita and unincorporated Pima County.

3 Data Reduction

- **Subtask A.9.1-3.1** – Evaluation of the soil data from field and laboratory investigations.
- **Subtask A.9.1-3.2** – Develop borehole logs.

4 Develop Recommendations

- **Subtask A.9.1-4.1** – Develop recommendations for earthwork factors.
- **Subtask A.9.1-4.2** – Develop recommendations for collapse- or swell-susceptible soils.
- **Subtask A.9.1-4.3** – Develop recommendations for the mat-type foundation of the structure that will cross Sawmill Canyon Wash.
- **Subtask A.9.1-4.4** – Prepare a draft geotechnical report including all results and recommendations of the subsurface exploration program including a discussion of the site geology.
- **Subtask A.9.1-4.5** – Incorporate review comments and prepare a final geotechnical report.

5 Project Team Coordination

- **Subtask A.9.1-5.1** – Discussions with Psomas and subconsultants.
- **Subtask A.9.1-5.2** – Attend two progress meetings, each two-hours duration is assumed.

Task A.9.2 – Quality Control Review

1 QC/QA

- **Subtask A.9.2-1.1** – Internal quality control/quality assurance (QC/QA).

Task A.10.1 – Pavement Design Report

(Note, Project Administration, Data Collection, Data Reduction, and Project Team Coordination for Task A.10.1 are included with Task A.9.1 above. Therefore, those subparts of Task A.10.1 are not included below.)

1 Develop Recommendations

- **Subtask A.10.1-1.1** – Develop recommendations for pavements in accordance with Pima County standards and 20-yr design life. This task includes development of geotechnical recommendations of poor pavement subgrade soils.
- **Subtask A.10.1-1.2** – Develop the pavement design report. Based on what has been done on past projects with the County, and convenience of having all geotechnical recommendations in one report, it is assumed that the pavement design report will be included with the geotechnical report in subtask A.9.1-4.4 and subtask A.9.1-4.5. Therefore, no hours have been included for this subtask

because hours for this scope have already been accounted for in subtask A.9.1-4.4 and subtask A.9.1-4.5.

Task A.10.2 – Quality Control Review

(As discussed in subtask A.10.1-1.2 above, it is assumed that the pavement design report will be included with the geotechnical report in subtask A.9.1-4.4 and subtask A.9.1-4.5. Therefore, no hours have been included for this subtask because hours for this scope have already been accounted for in Task A.9.2)

C. ASSUMPTIONS FOR COST PROPOSAL

The cost proposal is based on the following assumptions:

- The Psomas project team will provide environmental and cultural clearances for drilling geotechnical boreholes. The geotechnical boreholes will not include any environmental investigation, and boreholes will be immediately terminated upon encountering environmental contamination.
- Psomas will perform surveying of borehole locations in terms of Northing, Easting and elevation. The boreholes will be staked prior to the start of field investigations so that blue-staking can be performed. If boreholes are relocated in the field after staking, then SCE will develop the revised coordinates based on field measurements and re-surveying will not be necessary.
- Traffic control will not be required for all boreholes.
- The project includes geotechnical recommendations for pavement, earthwork factors, collapse- or swell-susceptible soils, and mat-type foundations for the structure that will cross Sawmill Canyon Wash. Based on discussions with Psomas, no other geotechnical recommendations are included.
- Post-design services are not included.
- Two progress meetings (each two-hours duration) are assumed. No minor review meetings, pre-review meetings, or internal meetings with Psomas are assumed.
- Traffic loadings and Equivalent Single Axle Loads (ESALs) for pavement design will be provided by the Psomas team.
- Design services will be modified cost-plus fixed fee for the scope of services described in this letter. In the event that the cost for the scope of work included herein exceeds the estimated cost, SCE will provide a scope and fee for the additional costs for approval before incurring additional costs.

D. SCOPE IMPLEMENTATION

Our geotechnical services are based on the above scope of work and assumptions, as described below.

- Geotechnical Services
 - Perform a total of 10 drilled boreholes as summarized in subtask A.9.1-2.2.
 - Traffic control is not anticipated for all the drilled boreholes.
 - GSI will provide drill rigs for the field investigation.
 - The boreholes will be advanced to target depth discussed in subtask A.9.1-2.2 unless auger refusal is encountered at shallower depths at which time the boreholes will be terminated.
 - Representative soil samples obtained from the boreholes will be tested for grain size distribution, Atterberg limits, standard proctor, dry density, moisture content, pH, sulfates, chlorides, resistivity, swell/settlement, collapse, consolidation, and R-value.

Based on the scope of work, it is anticipated that the field investigations by means of drilled boreholes will take approximately 2 days of field drilling work and an additional day of field reconnaissance. 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 Psomas,
- approval of the field investigation program by Psomas, Town of Sahuarita, and Pima County,
- acquisition of all permits as necessary (environmental, cultural), and
- completion of borehole staking by the Psomas team.

Below is a summary of the estimated schedule for the geotechnical services once the field investigation begins:

- Field investigation – 2 days + 1 days of field reconnaissance
- Laboratory testing – 6 weeks
- Perform geotechnical analyses and develop the Draft Geotechnical Report – 3 weeks
- Incorporate review comments and provide a Final Geotechnical Report – 5 days after resolving any review comments.

E. DELIVERABLES

SCE deliverables will include a sealed PDF copy of the geotechnical report. The geotechnical report will include all results of the subsurface exploration program and geotechnical recommendations (including the pavement design report). The deliverables will be submitted in PDF format to Psomas. Draft and final versions of the report will be prepared and submitted.

F. COST PROPOSAL

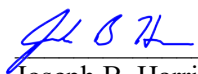
The costs for the scope of work and the assumptions noted above are estimated to be \$50,536.88 (a detailed breakdown of labor effort for design is attached).

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 Psomas on this challenging project.

Sincerely,
SCE Engineering



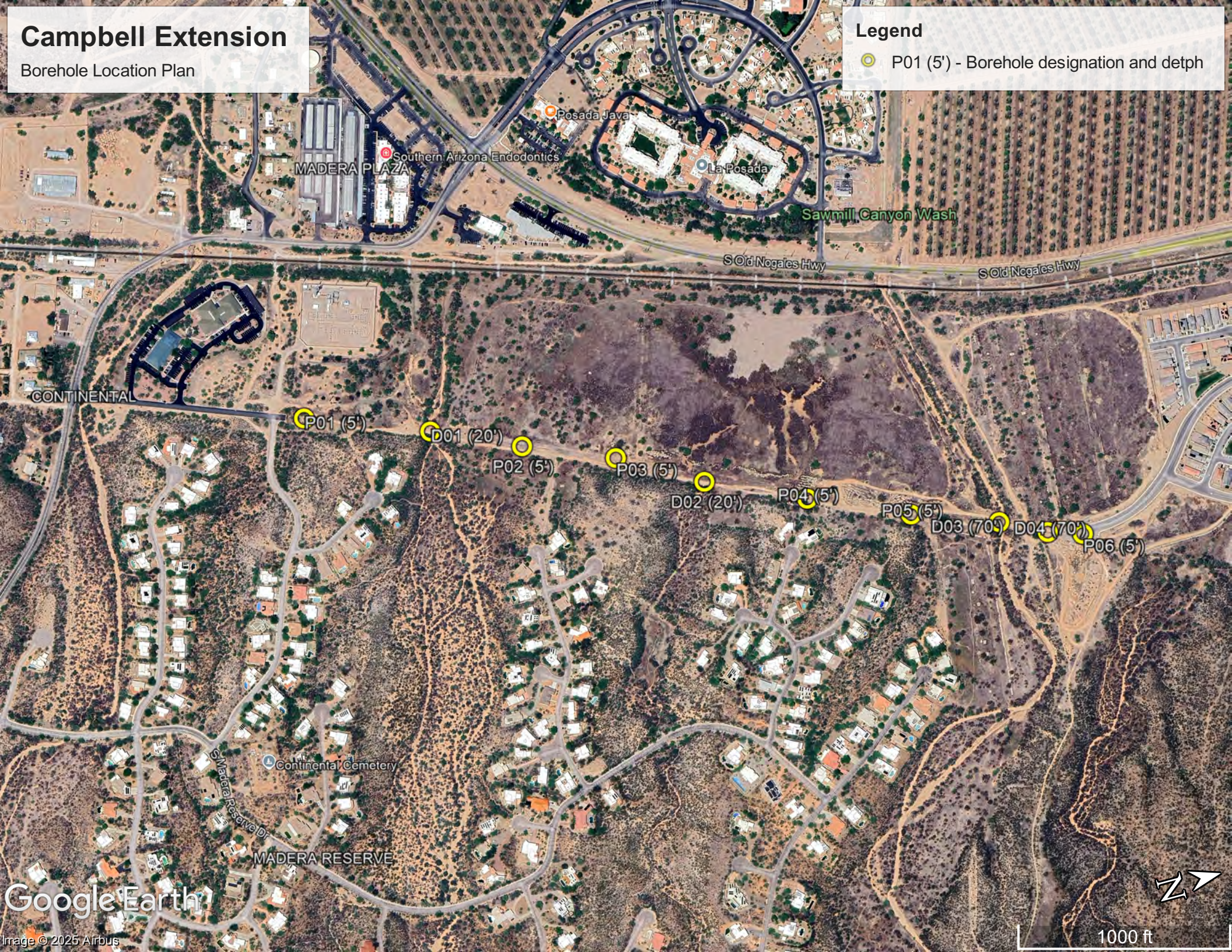
Joseph B. Harris, PE
Principal / Geotechnical Lead

Campbell Extension

Borehole Location Plan

Legend

P01 (5') - Borehole designation and detph



Campbell Extension

Contract Type: Modified cost plus-fixed fee

Date: 5/21/2025


<u>Labor</u>				
SCE Staff	Category	SCE Unit Labor Rate	Hours	Total Labor
Naresh Samtani, PhD, PE	Sr. Engineer / Technical Advisor	\$211.79	14	\$2,965.06
Joseph Harris, PE	Project Manager	\$37.28	15	\$559.20
Kenton Watts, PE	Engineer	\$34.40	125	\$4,300.00
Eric Everts, EIT	Designer	\$34.40	60	\$2,064.00
Total Labor Cost			214	\$9,888.26

FY2024 Audited Overhead Rate	182.00%	\$17,996.63
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<u>Direct Costs</u>	
None	\$0.00
Total Direct Cost	\$0.00

<u>Subconsultants</u>	
Goemechanics Southwest Inc. (drilling)	\$13,542.50
Speedie (laboratory testing)	\$6,321.00
Total Subconsultant Cost	\$19,863.50

Subconsultant Costs	\$19,863.50
SCE Estimated Labor and Direct Costs	\$27,884.89
SCE Fixed Fee Based on 10% of Labor Cost	\$2,788.49
Total Fee	\$50,536.88


Joseph B Harris, PE

Task Summary

Task A.9.1 - Geotechnical Testing and Analysis and Report							
Subtask	Subtask Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Subtask	Cost by Subtask
#	Total by Category	5	12	107	56	180	\$7,113.51
1	Project Administration	0	1	2	0	3	\$106.08
2	Data Collection	0	3	14	32	49	\$1,694.24
3	Data Reduction	0	2	2	6	10	\$349.76
4	Develop Recommendations	5	6	80	18	109	\$4,653.83
5	Project Team Coordination	0	0	9	0	9	\$309.60

Task A.9.2 - Quality Control Review							
Subtask	Subtask Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Subtask	Cost by Subtask
#	Total by Category	8	2	2	0	12	\$1,837.68
1	QC/QA	8	2	2	0	12	\$1,837.68

Task A.10.1 - Pavement Design Report							
Subtask	Subtask Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Subtask	Cost by Subtask
#	Total by Category	1	1	16	4	22	\$937.07
1	Develop Recommendations	1	1	16	4	22	\$937.07

Task A.10.2 - Quality Control Review							
Subtask	Subtask Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Subtask	Cost by Subtask
#	Total by Category	0	0	0	0	0	\$0.00
1	QC/QA	Refer to Task Hours Summary for more detail.				0	\$0.00

Tasks A.9.1, A.9.2, A.10.1, and A.10.2 Total	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total Labor Hours	Total Labor Cost
Total of Categories	14	15	125	60	214	\$9,888.26

Task Hours

Task A.9.1 - Geotechnical Testing and Analysis and Report						
Subtask A.9.1-1	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	Project Administration	0	1	2	0	3
Subtask A.9.1-1.1	Administering Contract, invoicing, and filing	0	1	2	0	3
Subtask A.9.1-2	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	Data Collection	0	3	14	32	49
Subtask A.9.1-2.1	Perform site visit	0	1	6	0	7
Subtask A.9.1-2.2	Perform drilled borings (2 days with 1 day of recon.)	0	1	2	20	23
Subtask A.9.1-2.3	Coordinate laboratory testing	0	0	2	4	6
Subtask A.9.1-2.4	Develop right-of-entry permit applications	0	1	4	8	13
Subtask A.9.1-3	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	Data Reduction	0	2	2	6	10
Subtask A.9.1-3.1	Evaluate soil data	0	2	2	6	10
Subtask A.9.1-3.2	Develop field logs	0	1	4	16	21

Task A.9.1 (Continued)						
Subtask A.9.1-4	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	Develop Recommendations	5	6	80	18	109
Subtask A.9.1-4.1	Earthwork factors	1	1	8	4	14
Subtask A.9.1-4.2	Collapse- or swell-susceptible Soils	0.5	1	12	4	18
Subtask A.9.1-4.3	Mat-type foundation	2.0	1	20	4	27
Subtask A.9.1-4.4	Draft geotechnical report	2	2	32	4	40
Subtask A.9.1-4.5	Incorporate comments and finalize geotechnical report	0	1	8	2	11
Subtask A.9.1-5	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	Project Team Coordination	0	0	9	0	9
Subtask A.9.1-5.1	Coordination with Psomas and subconsultants	0	0	5	0	5
Subtask A.9.1-5.2	Attend two progress meetings (each two hours)	0	0	4	0	4

Task A.9.2 - Quality Control Review						
Subtask A.9.2-1	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	QC/QA	8	2	2	0	12
Subtask A.9.2-1.1	Internal quality control/ quality assurance (QC/QA)	8	2	2	0	12

Task A.10.1 - Pavement Design Report						
Subtask A.10.1-1	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	Develop Recommendations	1	1	16	4	22
Subtask A.10.1-1.1	Pavements	1	1	16	4	22
Subtask A.10.1-1.2	Pavement design report	The pavement design report will be included with the geotechnical report in subtask A.9.1-4.4 and subtask A.9.1-4.5. Therefore, no hours have been included for this subtask				0

Task A.10.2 - Quality Control Review						
Subtask A.10.2-1	Description	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total by Task
Total by Category	QC/QA	0	0	0	0	0
Subtask A.10.2-1.1	Internal quality control/ quality assurance (QC/QA)	The pavement design report will be included with the geotechnical report in subtask A.9.1-4.4 and subtask A.9.1-4.5. Therefore, no hours have been included for this subtask as well.				0

Tasks A.9.1, A.9.2, A.10.1, and A.10.2 Total	Sr. Engineer / Technical Advisor	Project Manager	Engineer	Designer	Total Labor Hours
Total of Categories	14	15	125	60	214



Geomechanics Southwest, Inc.

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

AROC 079441 / ADWR 498

www.gsidrilling.com

Date: May 12, 2025
Proposal # 10025T

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

RE: Campbell Extension – Pima County, Arizona (Rev.3)

SCOPE:

- Provide a 2wd CME-75HT track-mounted drill and 2 to 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:
 - **6/5'** (Auger)
 - **2/20'** (Auger)
 - **2/70'** (Auger)
- Auger cuttings will be used to backfill each location.
- GSI will mark out and call-in blue stake for drill locations.

ITEM	QUANTITY	UNITS	UNIT PRICE	LINE TOTAL
Mobilization / Demobilization	2	DAYS	850.00	\$1,700.00
Auger / Sample (6/5', 2/20', 2/70')	310	L.F.	31.75	\$9,842.50
Support Equipment	2	DAYS	625.00	\$1,250.00
Blue Stake (marking & office coordination)	1	EACH	750.00	\$ 750.00
ESTIMATED TOTAL				\$ 13,542.50

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 043025 – Campbell Extension (Rev.3)



GSI Estimate Conditions & Assumptions – RE: Proposal # 10025T

- 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) 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).
- 10) In the event that the cost for the proposed scope items included herein exceeds the estimated cost, GSI will seek approval for the additional cost to complete the scope before incurring additional costs.

Acceptance of all outlined pricing, terms & conditions:

Company Name:_____.

Authorized Representative:_____.

Signature:_____.

Date:



A UES Company

May 16, 2025

SCE Engineering
510 E 4th Street
Tucson, AZ 85705

Attention: Mr. Joseph Harris

Re: **Laboratory Testing Proposal
Campbell Extension
Proposal Number 91600LT**

As requested, we are submitting a cost estimate to perform the indicated laboratory testing for your firm on the above project. Based on the information provided by your firm, we have prepared the following for your consideration.

Test Description	Speedie Cost Code	Unit Costs (\$)	No. of Tests	Total Costs
Grain Size Distribution, ASTM C136 & D2217	101	70	20	\$1,400
Atterberg Limits, dry prep (per sample), ASTM D4318	103	70	20	\$1,400
Gravimetric Water Contents, ASTM D2216	114	12	10	\$120
Dry Unit Weight & Water Content	115	25	10	\$250
pH of Soil, Ariz 236	116	42	3	\$126
Minimum Resistivity, Ariz 236	117	100	3	\$300
Soluble Sulfates, Ariz 733	120	80	3	\$240
Chlorides, Ariz 736	119	80	3	\$240
Maximum Density & Optimum Moisture, ASTM D698	105	130	1	\$130
Swell of Soils, ASTM D4546	109	120	3	\$360
R-Value of Soils, ASTM D2844	129	330	3	\$990
One-Dimensional Consolidation, ASTM D5333	110	135	3	\$405
Collapse Potential, ASTM D5333	185	120	3	\$360
			TOTAL	\$6,321

The indicated costs are for testing performed on samples delivered to either our Phoenix or Tucson laboratory facilities. Any additional or specialized testing performed at your request will be billed per our Standard Fee and Rate Schedule using our prevailing rates. Invoices for work performed will be submitted upon completion and are payable within 30 days.

We appreciate the opportunity to submit this information for your consideration. Please contact us with any questions or comments.

Respectfully submitted,

SPEEDIE & ASSOCIATES, LLC

Donald L. Cornelison, P.E.
President

WHEAT
A J2 DESIGN STUDIO



May 9, 2025

Kevin Thornton, PE
PSOMAS
1745 E River Rd, Ste 245
Tucson, Arizona 85705

Re: Campbell Extension – Santa Cruz Impact Fee Benefit Area (4SCIFP)

Kevin,

We are pleased to submit this proposal for providing landscape architectural services for the above-stated project. We have based this scope and fee on the emails and exhibits PSOMAS has provided. Basic services will include submittal of Native Plant Inventory Plans & Mitigation Report, Riparian Habitat coordination & documentation, Landscape Plans and Details, Special Provisions, and an Opinion of Probable Construction Cost. CAD drafting of the construction documents will be provided in AutoCAD to Pima County standards. Please refer to the attached Workhour Estimates for a detailed breakdown of services offered.

Assumptions:

1. *Landscape architectural services are provided for 12-months.*
2. *Pima Association of Governments Standard Specifications and Details (2015) will be used.*
3. *PSOMAS will provide current aerials and base files in AutoCAD format.*
4. *Wheat-J2 is not responsible for meeting agendas or minutes.*
5. *Native plant inventory will follow the Environmentally Sensitive Roadway guidelines located in Chapter 4 of Pima County's Roadway Design Manual.*
6. *Native plant inventory will include inventory of Pima Pineapple Cactus.*
7. *If there is adequate space available, Landscape plans may include some green infrastructure elements such as basins, swales, and curb cuts to help mitigate drainage issues, enhance soil, increase habitat, and reduce the use of potable water. Construction details will then be included.*
8. *Landscape plans will utilize drought tolerant plants from Pima County's Native Plant Nursery.*
9. *No irrigation plans will be provided. It is assumed that the Contractor will hand-water during landscape establishment.*
10. *Landscape Architect's hours for performing quality control shall be billed toward the specific tasks.*

Let's Design Something Together.

Wheat, a J2 Design Studio j2design.us (520) 884-7911 500 N Tucson Blvd, Suite 150 Tucson, AZ 85716

11. All submittals will be in pdf format to PSOMAS; including no mylars for Signed & Sealed Final submittal.

SCOPE OF WORK

TASK A.13 MEETINGS AND COMMUNICATION

This task includes preparation and attendance to the following meetings:

- Attend (1) Kick-off Meeting; (1 person in attendance, virtual meeting)
- Attend (12 max.) Monthly Meetings; (1 person in attendance, virtual meeting)
- Attend (3 max.) Additional Coordination Meetings; (1 person in attendance, virtual meeting)
- Attend (3 max.) Comment Review Meetings; (1 person in attendance, virtual meeting)

TASK A.14 ENVIRONMENTAL ASSESSMENT

This task includes:

- Native Plant Inventory and Documentation (2 days of field work, 2 people)
- Native Plant relevés to determine proper seed mix
- State Land Coordination relating to the Native Plant Inventory procedures on State Land
- Riparian Mitigation Plan per Pima County procedures

TASK A.16 PREPARATION OF CONSTRUCTION DOCUMENTS

Task A.16.2 Final Design Phase

Deliverables: Sample Landscape Plan and Details, Native Plant Inventory Plans, Opinion of Probable Construction Cost

*We anticipate 4 plan sheets for both Landscape and Native Plant Inventory at 40-scale and 5 Summary/Detail sheets.

Task A.16.3 Initial PS&E

Deliverables: Landscape Plans and Details, Final Native Plant Inventory Plans and Mitigation Charts, Riparian Mitigation Plan, Opinion of Probable Construction Cost, Item Specs

Task A.16.4 Final PS&E

Deliverables: Signed & Sealed Landscape Plans and Details, Signed & Sealed Final Native Plant Inventory Plans and Mitigation Charts, Riparian Mitigation Plan, Opinion of Probable Construction Cost, Signed & Sealed Special Provisions

PROFESSIONAL FEES

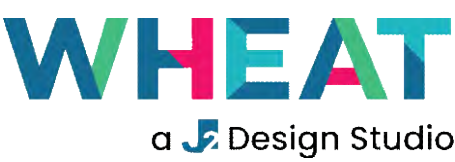
Work will be provided on a Cost-Plus Fixed Fee basis. Professional Not-to-Exceed fee for design and post design is \$35,644.66. Work beyond this scope will be considered additional services and will not proceed without approval from the Client. Billings for services will be submitted through the end of each month based on the hours worked.

We very much look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, reading "Laura Mielcarek". The signature is written in a cursive, flowing style.

Laura Mielcarek, Tucson Studio Director
Wheat – a J2 Design Studio



DERIVATION OF COST PROPOSAL SUMMARY

PROJECT:	Campbell Extension - Santa Cruz Impact Fee Benefit Area (4SCIFP)	DATE:	05/09/25
DBE:	Yes #5004	CONSULTANT:	Wheat-J2
PREPARED BY:	Laura Mielcarek, Tucson Studio Director		
CONTRACT TIME:	12 months		

DESIGN LABOR COST

Item No.	TASK DESCRIPTION	UNIT PRICE		TOTAL COST
		No. HOURS	OF WORK	
	<u>CLASSIFICATION</u>	<u>Hours</u>	<u>Rates</u>	<u>Cost</u>
	Landscape Architectural	14	\$85.00	\$1,190.00
	Services	80	\$78.67	\$6,293.60
	Registered Landscape Architect	0	\$54.00	\$0.00
	Designer	196	\$33.70	\$6,605.20
(A)	Direct Labor	290	Hrs.	\$14,088.80
2023 AUDITED NEGOTIATED OVERHEAD RATE				
(B)	OH Rate x (A)	130.00%	x	\$14,088.80 = \$18,315.44
PROFIT				
(C)	% Profit Rate x (A+B)	10.0%	x	\$32,404.24 = \$3,240.42
TOTAL DESIGN LABOR		290	Hrs.	\$35,644.66
OTHER DIRECT EXPENSES				
	TRAVEL			\$0.00
	EXHIBITS FOR OPEN HOUSES			\$0.00
TOTAL OTHER DIRECT EXPENSES:				\$0.00
TOTAL CONSULTANT FEE				\$35,644.66

Campbell Extension – Santa Cruz Impact Fee Benefit Area (4SCIFP)

Description		Project Manager–Sr.	Registered Landscape Architect–Sr.	Registered Landscape Architect	Designer	TOTAL
Task A.13	MEETINGS AND COMMUNICATION					
	Kick-off Meeting	2	2	0	0	4
	Monthly Meetings (12 max.)	0	12	0	0	12
	Additional Coordination Meetings (3 max.)	0	6	0	0	6
	Comment Review Meetings (3 max.)	0	6	0	0	6
	Subtotal	2	26	0	0	28
Description		Project Manager–Sr.	Registered Landscape Architect–Sr.	Registered Landscape Architect	Designer	TOTAL
Task A.14	ENVIRONMENTAL ASSESSMENT					
Task A.14.7	Vegetation Sampling/Measurement					
	Native Plant Inventory and Documentation (2 days, 2 people)	0	6	0	60	66
	Native Plant Relevés	0	4	0	0	4
	State Land Coordination relating to the Native Plant Inventory on State Land	0	4	0	8	12
	Riparian Mitigation Plan	0	4	0	16	20
	Subtotal	0	18	0	84	102
Description		Project Manager–Sr.	Registered Landscape Architect–Sr.	Registered Landscape Architect	Designer	TOTAL
Task A.16	PREPARATION OF CONSTRUCTION DOCUMENTS					
Task A.16.2	Final Design Phase Plans	4	12	0	40	56
Task A.16.3	Initial PS&E	4	12	0	40	56
Task A.16.4	Final PS&E	4	12	0	32	48
	Subtotal	12	36	0	112	160
	DESIGN TOTAL WORKHOURS	14	80	0	196	290

End of Exhibit B - Compensation Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C. No. Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No): 770.756.6599
	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg		NAIC # 19445
INSURED Psomas 865 South Figueroa Street Suite 3200 Los Angeles CA 90017	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1782776077**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268212	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489706	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC72113158 (AOS) WC72113159 (CA)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Psomas Project #7PIM250101, Design Engineering Services for: Campbell Extension - Santa Cruz Impact Benefit Area (4SCIFP), Contract #PO2500015307.

Pima County, its departments, districts, boards, commissions, officers, officials, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Contractual Liability is included under the General Liability Policy.

CERTIFICATE HOLDER**CANCELLATION**

Pima County Attn: Sabrina Walker 150 W. Congress Street, 5th Floor Tucson, AZ 85701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. 448-97-06

issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

EARLY NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
GARAGE COVERAGE FORM

COMMON POLICY CONDITIONS, A. - Cancellation, 2. is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. TEN (10)* days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. SIXTY (60)* days before the effective date of cancellation if we cancel for any other reason.

* The notice period provided shall not be less than that required by applicable state law(s).



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. CA4489706

issued to Psomas

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489706
issued to Psomas
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025
forms a part of Policy No. CA4489706
issued to Psomas
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2025

forms a part of Policy No. GL5268212

issued to PSOMAS

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

POLICY NUMBER: GL5268212

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC72113158 (AOS)

Issued to PSOMAS

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER
INTO PRIOR TO THE OCCURRENCE OF LOSS.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00.03.13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2025 forms a part of Policy No. WC 72113158

Issued to Psomas

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

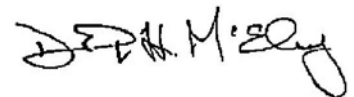
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Lisa Shimizu-Fookes PHONE (A/C, No, Ext): 714-427-3482 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com
INSURED PSOMAS 865 S. Figueroa Street, Suite 3200 Los Angeles CA 90017	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
License#: 6003745 PSOMAS0-01	NAIC # 37885

COVERAGES**CERTIFICATE NUMBER:** 1977236588**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab & Poll. Liab Claims-Made Form Retro Date: 10/15/1947		Y	DPR5033899	10/15/2024	10/15/2025	Per Claim Aggregate Limit \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured Status is not available on Professional Liability Policy.

7PIM250101, Design Engineering Services for: Campbell Extension - Santa Cruz Impact Benefit Area (4SCIFP), Contract Number: PO2500015307

CERTIFICATE HOLDER**CANCELLATION** 30 Day Notice of Cancellation

Pima County
Attn: Sabrina Walker
150 W. Congress Street, 5th Floor
Tucson AZ 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2. The specific nature and extent of the injury or damage that has been sustained; and
3. How the INSURED first became aware of such CIRCUMSTANCE(S),

then any CLAIM(S) that may subsequently be made against the INSURED arising out of such reported CIRCUMSTANCE(S) shall be deemed to have been made on the date first written notice of the CIRCUMSTANCE(S) was received by the Company. This right conferred upon the INSURED in this Paragraph shall terminate at the end of the POLICY PERIOD and shall not exist during the Automatic Extended Reporting Period or Optional Extended Reporting Period.

XI. OTHER CONDITIONS

A. Cancellation

This Policy may be canceled by the NAMED INSURED by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This Policy may be canceled by the Company by mailing to the NAMED INSURED, at the address stated in Item 1. of the Declarations, written notice stating when, not less than thirty (30) days thereafter (or ten (10) days thereafter for non-payment of premium), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the POLICY PERIOD. Delivery of such written notice either by the NAMED INSURED or by the Company shall be equivalent to mailing.

If this Policy is canceled, earned premium shall be computed in accordance with the Company's guidelines with respect to cancellation. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

B. Action Against The Company

No action may be brought against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, nor until the amount of the INSURED'S obligation to pay shall have been finally determined either by judgment against the INSURED in a contested proceeding after final judgment has been rendered and any appeal decided, or by written agreement of the INSURED, the claimant and the Company. No person or organization shall have any right under this Policy to join the Company as a party to any action against the INSURED to determine the INSURED'S liability, nor shall the INSURED or the INSURED'S legal representative join the Company in such action. Bankruptcy or insolvency of the INSURED or the INSURED'S estate shall not relieve the Company of any of its obligations hereunder.

C. Assignment

This Policy may not be assigned or transferred without written consent of the Company.

D. Subrogation

In the event of any payment under this Policy, the Company shall be subrogated to all the INSURED'S rights of recovery therefor against any person or organization, and the INSURED shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The INSURED shall do nothing after a CLAIM(S) to prejudice such rights.

However, it is agreed that the Company waives its rights of subrogation under this Policy against clients of the INSURED as respects any CLAIM(S) arising from PROFESSIONAL SERVICES, or CONTRACTING SERVICES under the client's contract requiring waiver of subrogation, but only to the extent required by written contract.

This endorsement, effective 12:01 a.m., 10/15/2024 forms a part of
Policy No. DPR5033899
Issued to PSOMAS
by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS,
CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.