

ATTACHMENT 6



October 24, 2014

Terri Spencer, C.P.M.
Pima County Procurement Department
150 West Congress Street, 5th Floor | Mail Stop DT-AB3-126
Tucson, AZ 85701

Reference: Magee Road Improvements: La Canada Drive to Oracle Road
Subject: - DBE Substitution Request

Ms. Spencer:

Pima County's October 2, 2014 and October 15, 2014 responses to ADOT's letters dated September 16, 2014 and October 2, 2014, have not provided sufficient documentation to determine that proactive steps were taken by Pima County to determine whether Select Development was in compliance with 49 CFR part 26.53(f,g). The responses did not provide adequate evidence that Pima County displayed sufficient oversight in determining whether Select Development engaged in bad faith or discriminatory action in regard to payment of the DBE subcontractor, Blue Diamond.

Based on the information provided, Pima County was aware that the DBE Blue Diamond was not performing work on the project on June 12, 2014. Pima County was also aware on June 12, 2014 of the reason Blue Diamond was not on the job; due to alleged nonpayment. There was very little documentation provided that Pima County conducted an inquiry to determine the facts related to the dispute between Select Development and Blue Diamond and whether Select Development made good faith efforts in accordance with federal DBE regulations to promptly pay Blue Diamond and help Blue Diamond to complete its obligations related to the contract.

Pima County has asserted in its response dated October 15, 2014 that "there was neither evidence nor allegation of bad faith or discriminatory action sufficient to require an inquiry" related to the termination of Blue Diamond. This is directly contradictory to Blue Diamond's claim to Pima County that Select Development violated the terms of the contract and acted in bad faith by causing them financial hardships by not paying them for work performed over extended periods of time. Claims were also made by numerous other subcontractors from April 2014 to the present. The information provided by Pima County lacks sufficient evidence that Pima County provided proper oversight or made sufficient attempts to investigate the dispute or to determine whether Select Development acted in good faith in their dealings with Blue Diamond in a manner that could have avoided the subsequent need to replace the DBE subcontractor on the job.

One thing is clear, Select Development did not comply with the contract specifications and the federal DBE regulation regarding replacement/substitution of a DBE (49 CFR part 26.53). Select Development did not immediately notifying Pima County of the fact that Blue diamond was refusing to work and what

course of action Select Development was taking to act in good faith to resolve the payment dispute. Based on information submitted by Pima County, the DBE, Blue Diamond was last on the job on June 12, 2014 but Select Development did not notify Pima County of the situation until July 22, 2014. Additionally, Select Development did not request and obtain prior approval from Pima County and ADOT to obtain the services of another DBE to replace Blue Diamond until October 10, 2014. Furthermore, Select Development completed some of the work contracted to the DBE, in direct violation of the contract and DBE regulations.

ADOT is approving the use of the DBE requested by Pima County in order that the DBE commitment amount can be met on the contract. However, this does not minimize or negate Select Development's noncompliance with DBE regulations and Pima County's failure to properly provide oversight.

In light of the deficiencies described above, ADOT expects that Pima County will impose appropriate sanctions (such as reduced compensation) as outlined in the contract for Select Development's noncompliance related to these matters. In that light, ADOT notes that the County's contract with Select Development provides that failure to pay subcontractors is a material breach of the contract and failure to meet DBE provisions is also a material breach of contract.

Non-compliance with Pima County's duty to oversee this federally funded project may be grounds to de-obligate federal funding from the project. In such a case, not only would the county be ineligible to receive additional funding on the project, the county would also be required to repay all federal project funding that has already been received. ADOT needs immediate action and assurances from Pima County that it will work to resolve these issues.

Sincerely,



Vivien Lattibeaudiere, Ph.D.
Business Engagement & Compliance Office
Manager

Electronic cc:	Jennifer Toth, ADOT	Priscilla Cornelio, P.E., PCDOT
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October 7, 2014

Mr. Jim Olson, Project Manager
Select Development
5401 S. Arcadia Ave.
Tucson, AZ 85706

Project: W.O. 4MRLCO~Magee Rd. Improvements: La Cañada Dr. to Oracle Rd. (S.R. 77)
Federal ID #: STP-PPM-0(209)D
TRACS#: 0000 PM PPM SS693 01C

Re: Critical Path Schedule

Jim Olson,

This is to inform you of the findings made upon review of the Critical Path Schedules (CPM) submitted by Select Development and Construction, Inc. (Select) and received electronically by Pima County Department of Transportation (PCDOT) on September 16, 2014. Please pay particular attention to the Summary which points out the schedule is not in compliance with the contract and requires corrections and resubmittal.

PCDOT is in receipt of Select's email dated September 16, 2014 containing three (3) attachments, June 10, 2014, July 10, 2014, and August 10, 2014 CPM schedules. The provided schedules are identified as follows:

- 1) Magee III June 10, 2014 with a date of September 17, 2014 (date after Select's transmittal email date of September 16, 2014)
- 2) Magee III July 10, 2014 with a date of September 17, 2014 (date after Select's transmittal email date of September 16, 2014)
- 3) Magee III August 10, 2014 with a date of September 17, 2014 (date after Select's transmittal email date of September 16, 2014)

We are uncertain of the meaning of all of these dates and for which months the updates are actually for and as Select should be aware:

- a. The June 2014 update is due by July 10, 2014
- b. The July 2014 update is due by August 10, 2014
- c. The August 2014 update is due on September 10, 2014

In absence of any explanation and lack of knowledge as to the schedules' "run dates" and why Select is submitting three (3) schedules, PCDOT's review was only performed on the latter CPM (***Magee III August 10, 2014 with a date of September 17, 2014***) herein and after referred to as the "CPM update". However, there are significant issues between the schedules of which some require Select's clarification and they are:

1. The Substantial Completion date shown in the 06/10/14 schedule is 05/15/15. The Substantial Completion date shown in the 07/10/14 schedule is 05/15/15. The Substantial Completion date shown in the 08/10/14 schedule is 06/09/15. Extended 25 Calendar days from the previous 2 schedules (05/15/15 vs. 06/09/15).
2. Select added a waterline impact activity in the 08/10/14 schedule under the "Box 3" activities. The duration of this impact activity is 6 working days (08/01/14 to 08/08/14).
3. What are the Status Dates of each of the 3 schedules? Are they 06/10/14, 07/10/14, and 08/10/14 as the schedule file name suggests? If not, then what are they? The schedule files say the Status date is 03/31/14 for all three schedules. This is incorrect if Select intended to update (Status) the schedules to the dates in the schedule file name (i.e. 06/10/14, 07/10/14, and 08/10/14).
4. Many of the uncompleted activities in the schedules have planned start and finish dates that are much earlier than the schedule file name date. For example, in the 08/10/14 schedule, uncompleted Activity ID's 18, 19, 25, 88, 91, 93, 115, 116, 119, 120, 124, 125 have planned completion dates earlier than the 08/10/14 schedule file name date?
5. Select is required to submit a schedule narrative, pdf reports, and all other schedule information that should be submitted with every schedule update as defined in the Contract. Select should be explaining in the narrative schedule progress, delays since the previous monthly schedule and possibly suggest a recovery plan for the delays. For example, the 08/10/14 schedule lost 25 calendar days in the Substantial Completion milestone from the previous 07/10/14 schedule. The schedule narrative should explain how this happened considering that only 30 calendar days had lapsed from the previous 07/10/14 schedule and the 08/10/14 update. The narrative should also discuss any issues (i.e. RFI's, third party delays, existing conditions delays, Select delays, etc... that that may impact the schedule going forward so that impacts can be minimized or mitigated before they occur.

Constrained Dates:

As you are aware, the activities with little calendar symbols in the Indicator column means that these activity are constrained with Start No Earlier Than or Finish No Later Than dates. Using constrained dates in scheduling is included in the scheduling software and therefore is a tool that can be used. However, in our opinion, by just adding a specific constrained date to an activity does not explain to the reader of the schedule what the intent or reason for the date is. The more accurate and telling way to do it, is to add an activity to the schedule that describes the reason for that constrained date and even attach the constrained date to this activity and tie to other affected activities in the schedule with logic ties. For example, if we had an Activity called Form Footing #1, but this activity cannot start until rebar is received on the job. So, we may choose to add an activity in the schedule for rebar fabrication and delivery to site and add a constrained "Complete Not Earlier Than" delivery date of 03/01/14 tie to the start of Form Footing activity. The less preferable way is to just add a "Start Not Earlier Than" date of 03/01/14 to the Form Footing activity which is what Select does when they add a constrained date. Sometimes, by the description of the constrained activity, the reader can deduce what the constrained date means, but in many cases you cannot. Therefore, it's always best to add another activity if necessary so that it's clear what the date means.

Project Time Charges Summary:

The project's time charges began on 10/28/13 and the original contract time is 300 working days. To-date, time extensions totaling 6 working days have been granted to Select by PCDOT via Change Order, making the new contract time 306 working days. As of time report #48 for the week ending Friday, 09/26/14, 222 working days have been assessed and 84 working days are remaining.

The review is concentrated in three (3) different areas, and they are:

- 1) Compliance of the CPM update with the requirements of Section 108, Prosecution and Progress, and Subsection 108-3, preconstruction Conference, of the project Special Provisions (SP).
- 2) Scope and schedule inconsistencies.
- 3) Dates Verification.

1) Compliance with Special Provisions:

As you are aware, Select is responsible for planning, scheduling, executing, and reporting the progress of the work to ensure timely completion of the contract. The specific SP requirements and review comments as they pertain to the CPM update are:

- a) **Requirement (Bullet B)** – ".....shall include a complete critical path schedule to cover the Contractor's anticipated time schedule. The schedule shall include a detailed network

diagram acceptable to the Engineer..." **Review Comment:** *Select's schedule does not meet this requirement. The CPM update does not identify the milestone activities.*

- b) **Requirement (Bullet B1)** - ".....all activities shall be plotted on their early start and finish dates. Unless approved by the Engineer, activities shall not exceed 15 working days in length....." **Review Comment:** *Select's schedule does not meet this requirement. The CPM update includes several activities with durations in excess of 15 working days in length. As an example, this includes Activity ID's 3, 5, 8 - 10, 23, 12, 14, 15, 18-20, 23, 24, 27, 29, 39, 47, 72, 87, 91, 138, 143, 172, 173, 199, 201, 202, 225, 227 - 232, 234, 235, 238, 239, and 242.*
- c) **Requirement (Bullet B5)** - ".....the diagram shall show for each activity the preceding and following event numbers or activity numbers, the activity description, the total float, and the duration of the activity in working days." **Review Comments:** *Select's schedule does not meet this requirement. Except for the start activity(s) and the project Completion milestone activity, all activities in the schedule should have at least one predecessor and one successor. There are activities where Select does not provide predecessor and successor activities. These are referred to as "hanging activities". These activities are: 6, 9, 48, 91, 149, 150, 174, and 224.*
- d) **Requirement (Bullet B6)** - ".....the activities shall be organized and described so as to conform to the contract bid items. Activity descriptions shall be unique and specific with respect to the type of work and location." **Review Comment:** *Select's schedule does not meet this requirement. For example:*
- i. *Activity ID's 229 and 230 references to Irrigation South and Irrigation North respectively, but no explanation as to the whereabouts of South and North? Similarly, Activity ID's 231 and 232 as they pertain to Planting.*
 - ii. *Activity ID's 218 through 223 references AC, but no distinction between PAG1, PAG2, PAG3, Miscellaneous Structural, and ARAC.*
- e) **Requirement (Bullet B7)** - "....be accompanied by a Schedule Report of the network with a tabulation of the following data for each activity..." **Review Comment:** *Select's schedule does not meet this requirement.*
- f) **Requirement (Bullet C1)** - ".....the Contractor shall submit a monthly report of actual construction progress by the 10th working day of each calendar month by updating its schedule report to reflect all complete and in progress activities on the project. All negative float shall be explained in detail. If, in the opinion of the Engineer, the detailed network diagram requires revision, either wholly or in part, the Engineer shall so direct the Contractor and the Contractor shall submit such revision within 10 calendar days....." **Review Comment:** *Select's schedule does not meet this requirement.*

- g) **Requirement (Bullet C3)** - "...the monthly report shall state the percentage of revenue actually earned as of the report date...." **Review Comment:** *Select's schedule does not meet this requirement.*
- h) **Requirement (Bullet C4)** - "...the monthly report shall be accompanied by a narrative description of job progress, problem areas, and current and anticipated delaying factors and their expected effect, and any corrective actions proposed or taken. The narrative description shall also clearly identify any departures from earlier schedules, including, but not limited to, changes in logical sequence or logical ties, constraints, changes in activity durations and changes, additions or deletions in event numbers, activity numbers and activity descriptions. The reasons for each departure shall be included in the narrative description. Any additions or deletions of milestone events must be approved by the Engineer...." **Review Comment:** *Select's schedule does not meet this requirement. The update does not include a narrative description or any of the other requirements.*
- i) **Requirement (Bullet C5)** - ".....the monthly report shall include a summary of all activities sequenced by the total float from least to greatest float and ordered by early start.." **Review Comment:** *Select's schedule does not meet this requirement.*
- j) **Requirement (Bullet C7):** ".....the monthly report shall include a detailed predecessor/successor analysis showing the predecessors, successors, logic ties, and constraints for each activity scheduled. These activities shall be ordered by event number or activity number from least to greatest." **Review Comment:** *Select's schedule does not meet this requirement. No hard copies were provided.*
- k) **Requirement (Bullet C8)** - "all Extra Work shall be shown on an updated Schedule." **Review Comment:** *Select's schedule does not meet this requirement.*

2) Scope and Schedule Inconsistencies:

- a) The CPM update does not reflect all of the project scope. The schedule is missing or not clearly reflecting the following: roadway excavation, drainage excavation, over-excavation, borrow, relocate mailboxes, separation geotextile fabric, geogrid base reinforcement, sewer work, headwalls, raised pavement markers, traffic control, electrical service, temporary traffic signals, decomposed granite, seeding, loop detectors, landscape establishment, curb access ramps, concrete header, riprap, and barricade railing.
- b) The following activities are shown on the CPM update as completed; however, they are not. These are Activity ID's 8 and 10.

- c) The following activities are shown on the CPM update as not started or incomplete; however, they are either ongoing or are complete. These are Activity ID's 18, 19, 20, 21, 237, etc.
- d) Select is responsible for planning, scheduling, and executing the work; however, we have noticed a long listing of potential unreasonable activity durations. These include, but not limited to, Activity ID's 224, 245, 88, 89, 93, 95, 96, 115 – 136, 243, etc.
- e) The installation of a substantial portion of the drainage pipes will be done in phases to accommodate traffic movements. This is not reflected in the CPM update.
- f) Activity ID 12, Removals: What does this activity includes? The removals of structures and obstructions, removal of bituminous pavement by milling, etc.?
- g) Activity ID 224, Striping: Be advised that the contract requires applications of, paint and thermoplastic striping plus a cure period between these different applications.
- h) Activity ID's 233 – 242, Electrical: There isn't adequate description in the "Task Name" to compare them to the bid schedule items.
- i) Activity ID's 26, 36, 46, 57, 67, and 76 (Boxes 1 through 6): Where are the activities for reinforcement placement for the footing, walls and decks? Are these part of the "CIP" activities? Where are the backfill activities?
- j) Phasing of Activity ID's 26, 36, 46, 57, 67, and 76 (Boxes 1 through 6): The CPM update does not reflect that the boxes will be constructed in multiple phases to accommodate traffic movements.
- k) Activity ID #'s 161 – 167, Under Ground Completion: What does this refers to?
- l) Activity ID #'s 182 – 188, Curbing: Select will not be able to pour all of the median curbing at the same time as the outer curbs due to traffic movements. Where is the median curb accounted for?
- m) Activity ID's 183 (EB 417-441) and 184 (EB 441-467): The CPM update shows early start (AS) of 10/30/14 and 11/18/14 respectively; however, these activities have been substantially complete for weeks. These inconsistencies and discrepancies in dates is elsewhere in the CPM update such as 211, 212, etc.
- n) Select is currently constructing the roadway in the EB direction and the roadway is barely wide enough to accommodate two (2) lanes of traffic. How and where is the rest of the EB direction typical section accounted for?

- o) Activity ID 235, Procure Electrical Materials: Items covered under this material procurement as long lead items. The CPM update is only showing 20 day duration, while it typically takes several months. Additionally, the project includes new signal/electrical cabinet at the Oracle and Magee intersection, which requires added stakeholder coordination. This effort is not reflected in the CPM update.
- p) Where are the backfill Activity ID's for the backfill of Boxes 1 through 6?
- q) A comparison between the three (3) week look-ahead schedule provided at the 09/23/14 weekly meeting and the CPM update during the same time period has revealed some inconsistencies, and for example, they are:
- i. Rough grading – where and what is the corresponding Activity ID in the CPM update?
 - ii. Install Deck CCB #25 – Starting 09/23/14 versus 02/10/15 in CPM update (Activity ID 142). This is the same for CCB #27, 30, and 31.
 - iii. Curb, Misc. Hand Pour - Where and what is the corresponding Activity ID?
 - iv. Traffic Switch, Phases 1 through 4 – Where are these activities in the CPM update?
 - v. Fine Grade ABC, Sta. 458 to Sta. 467+50– Starting 09/23/14 versus 12/11/14 in CPM update (Activity ID 212)
 - vi. 8" Lowering Sta. 470+17 to Sta. 470+78 – Scheduled to start on 09/28/14; however, the CPM update for Activity ID 20 (DIP Sections Sta. 467 to Sta. 479) reflects an AS of 04/16/14 and LS of 04/16/14. Why is this +5 month delay in starting this CP activity (0 total slack)? Likewise for the 12"x8" tapping Sleeves at Sta. 470+17 and Sta. 470+78 activities.
 - vii. Additionally, there are activities in the CPM update that are shown to be ongoing at this time; however, they are not shown in the 3-week look-ahead schedule. For example, Activity ID's 30, 31, 32, 35, 40, 41, 58 – 66, 68, 69, 101, 102, 104 – 108, etc. The opposite is also true.

3) Dates Verifications:

A random check of some Select's Actual Start (AS) dates in the CPM update versus what PCDOT's records reflect has revealed inconsistencies. These discrepancies require further review and reconciliation. For example:

Activity ID	Task name	Select AS	PCDOT AS
19	Dip Sections 441 – 467	03/10/14	01/24/14
27	Box 1, Excavation	03/31/14	04/22/14
37	Box 2, Excavation	04/28/14	04/17/14
47	Box 3, Excavation	05/27/14	07/18/14
118	Catch Basin, Sumps, CB 14, 15	05/31/14	03/20/14

141	Catch Basin, Lids, CB 3, 4, 7, 10, 12, 14, 16, 18, 20	01/20/15	09/18/14
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Summary:

Again, no hard Microsoft Project printouts were provided by Select of the CPM update. Only electronic copies were provided. As outlined above, the electronic copies are missing key information for review such as an accurate listing of logic ties (predecessors and successors).

As you should be aware, Activity ID 247, Substantial Completion, is shown to be 06/09/15 with 0 working days float and Activity ID 248, Final Completion, is shown to be 06/05/14 with 2 working days float. Both activities are well beyond the remaining contract time of 84 working days (as off 09/26/14). Why?

PCDOT does not concur with Select's CPM update and considers it incomplete and fails to meet the contract requirement. Please review the comments, make corrective action, and resubmit the CPM update within ten (10) days from date of this letter.

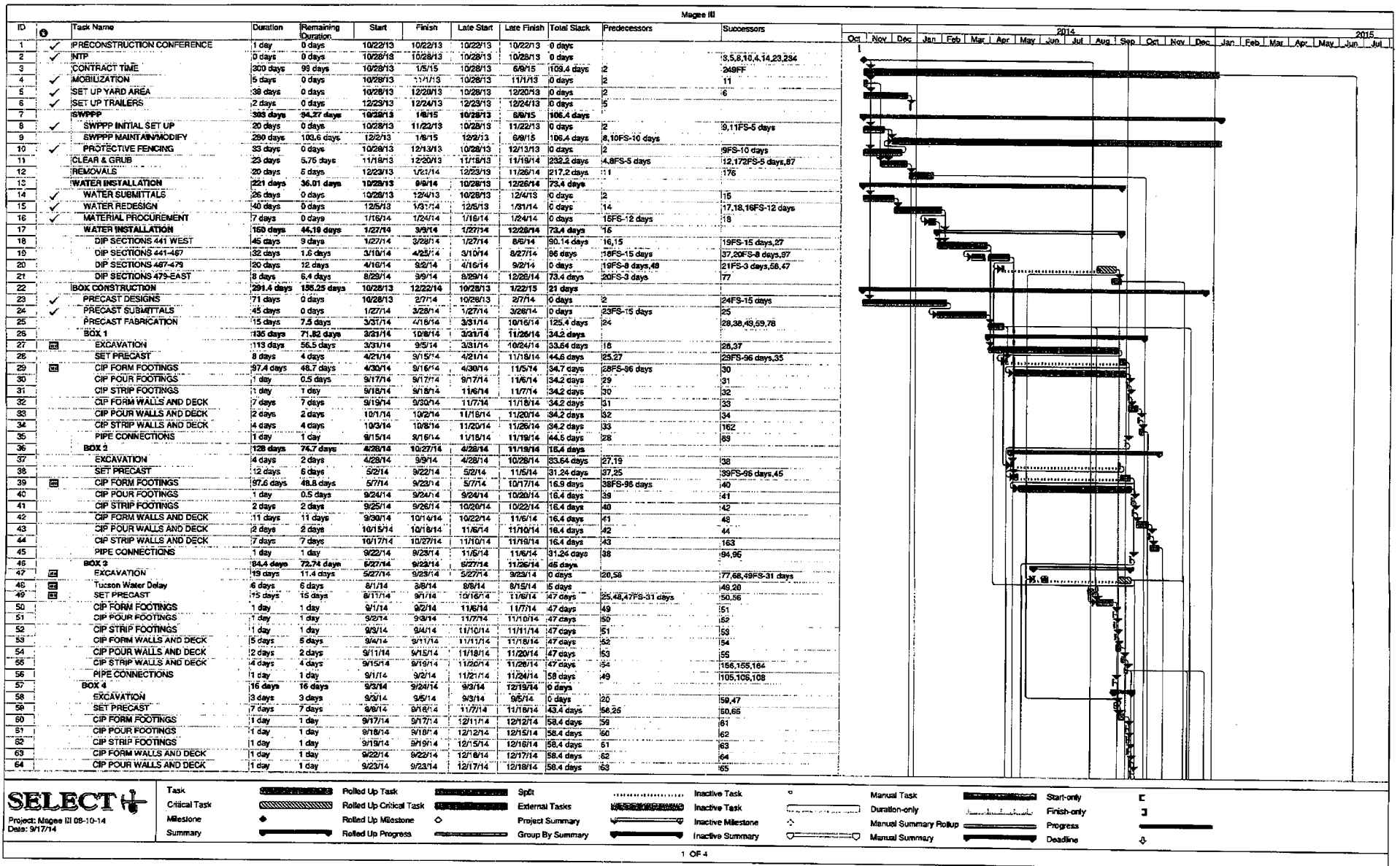
If you have any questions, please contact me at 740-2814.

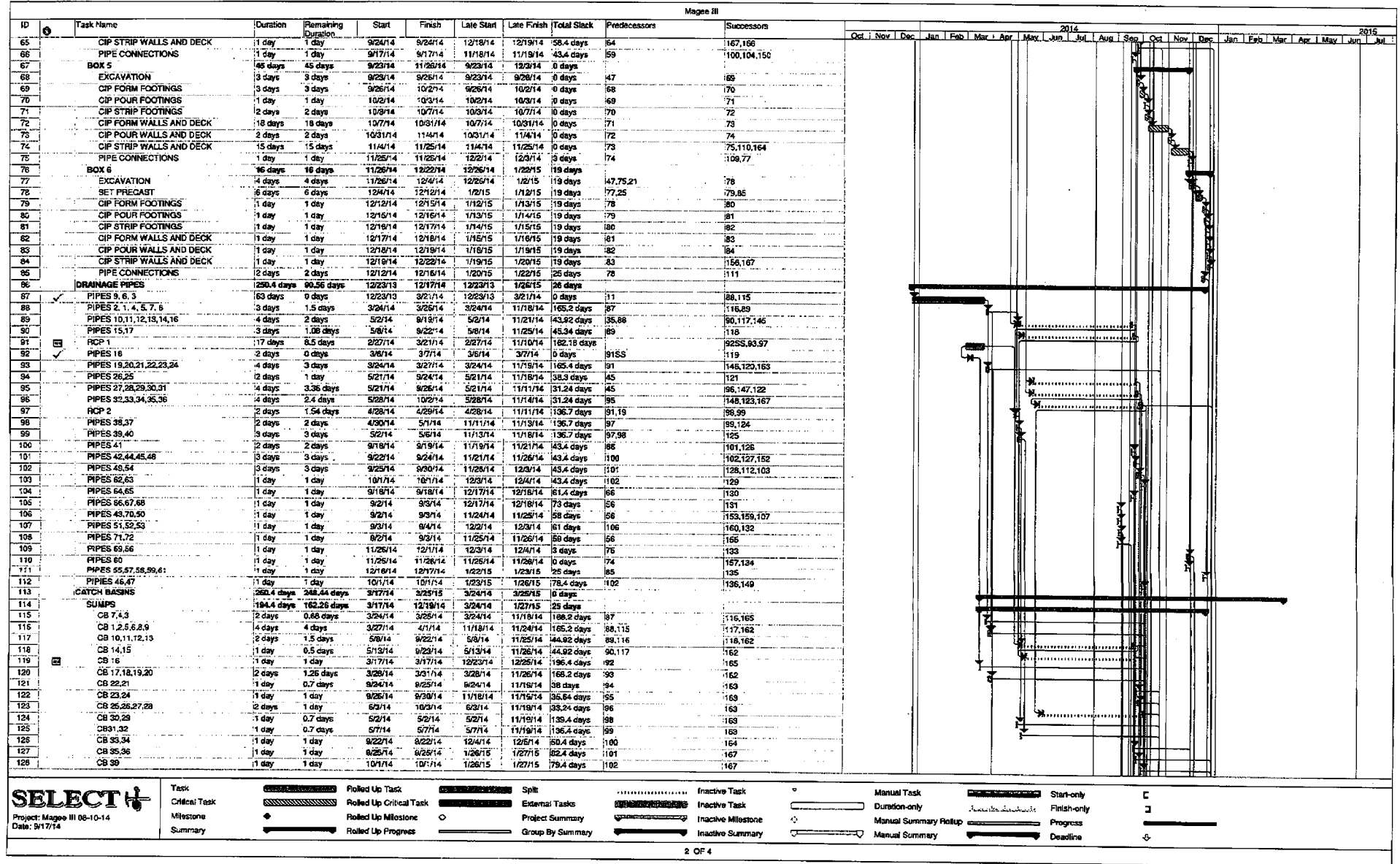
Sincerely,

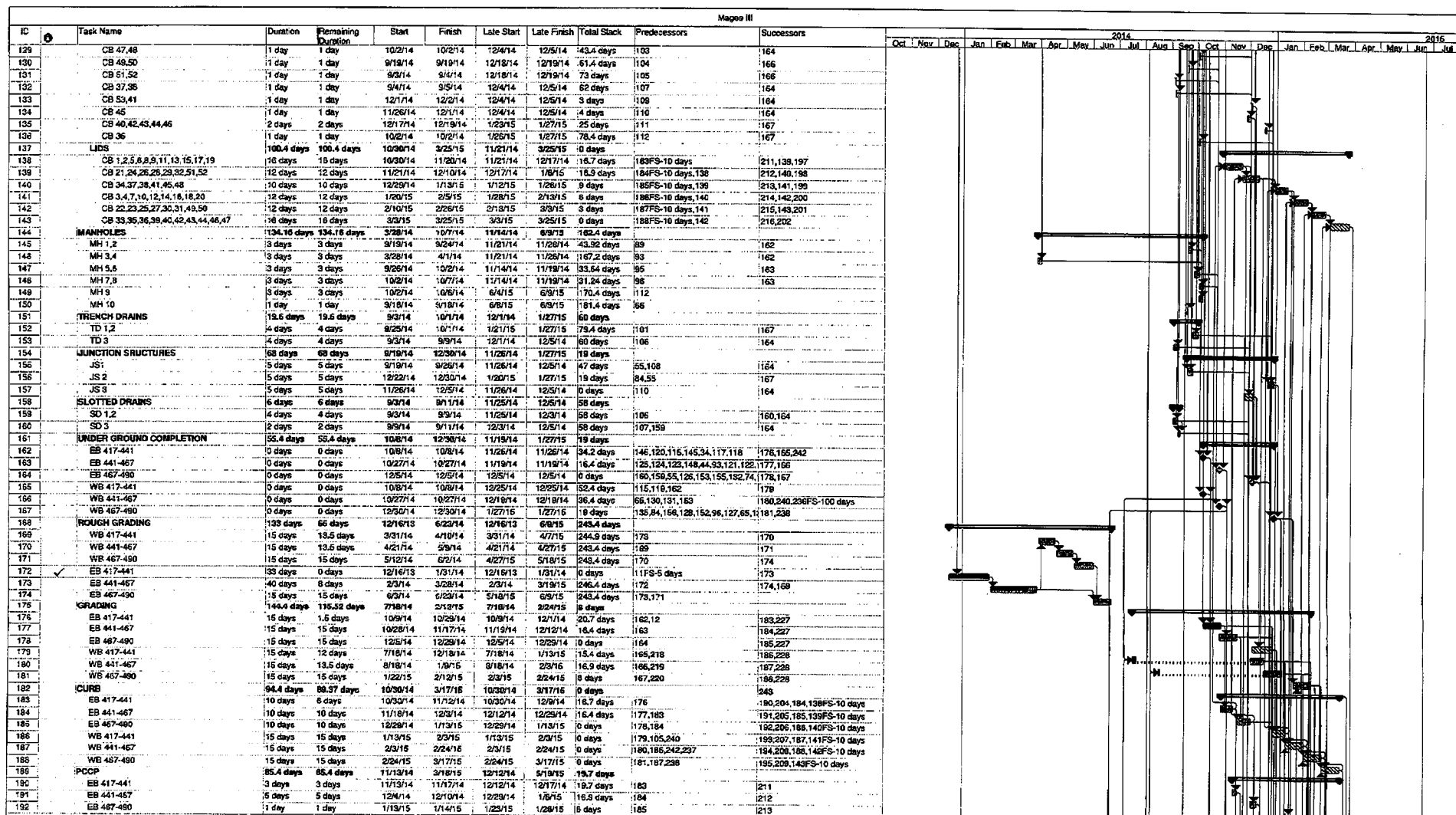


Thomas J. Kilargis, P.E.
Field Engineering Division Manager

C: Ana Olivares, P.E., Deputy Director
Paul Bennett, P.E., Program Manager
Joe Dominguez, Sr. Inspector







SELECT

Project: Magoon III 08-10-14
Date: 9/17/14

Task

Critical Task

Milestone

Summary

Roll Up Task

Roll Up Critical Task

Roll Up Milestone

Roll Up Progress

Split

External Tasks

Project Summary

Group By Summary

Inactive Task

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

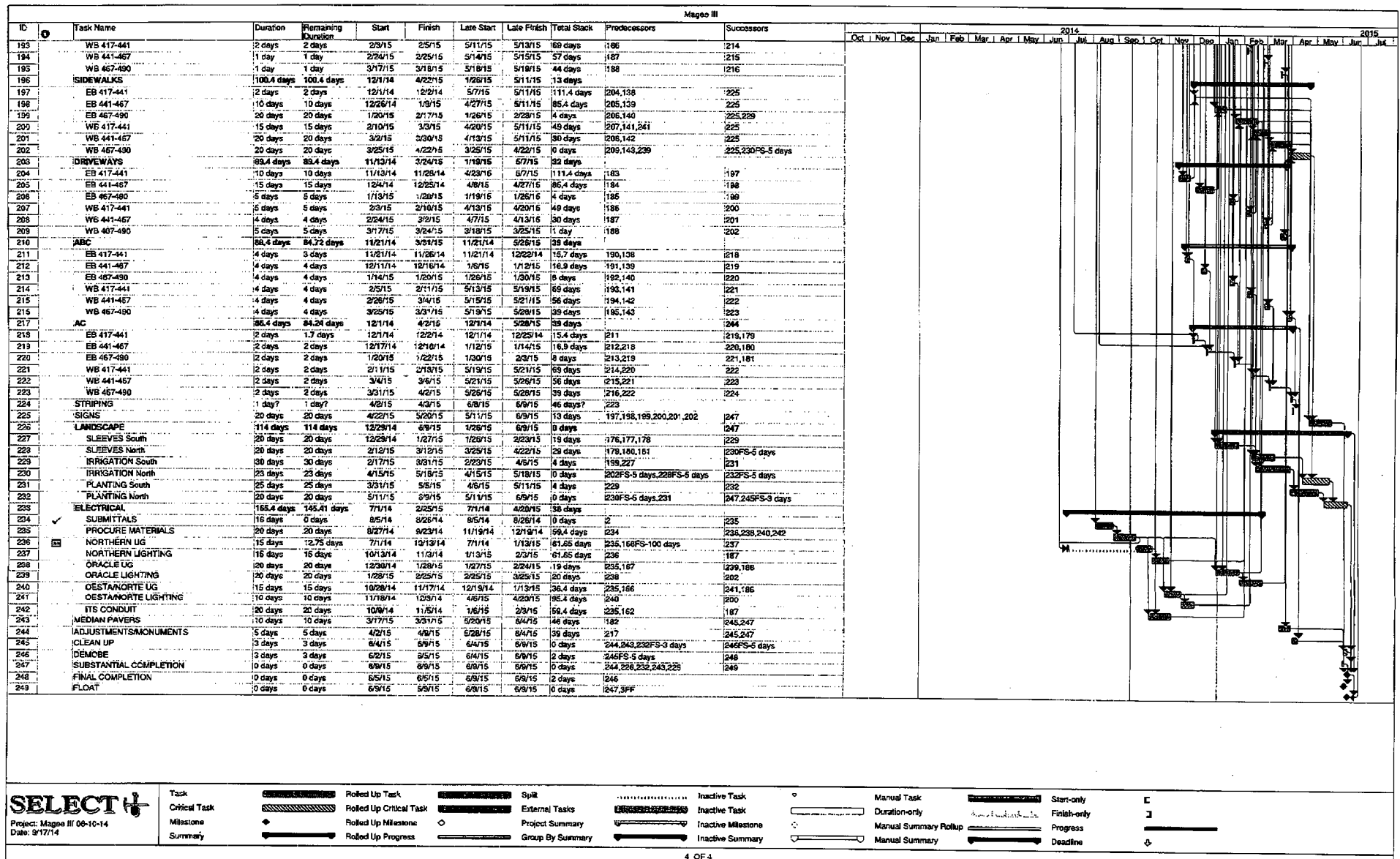
Start-only

Finish-only

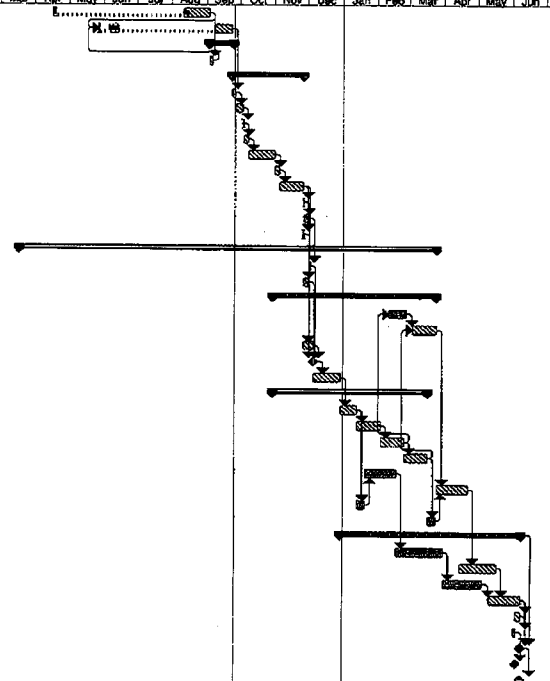
Progress

Deadline

3 OF 4



Mages III											2014												2015											
ID	Task Name	Duration	Remaining	Start	Finish	Late Start	Late Finish	Total Slack	Predecessors	Successors	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
20	DIP SECTIONS 467-479	20 days	12 days	4/16/14	9/2/14	4/16/14	9/2/14	0 days	19FS-5 days,48	21FS-3 days,58,47																								
47	EXCAVATION	19 days	11.4 days	5/27/14	9/23/14	5/27/14	9/23/14	0 days	20,58	77,68,48FS-31 days																								
57	BOX 4	16 days	16 days	9/23/14	9/24/14	9/23/14	9/23/14	0 days																										
58	EXCAVATION	3 days	3 days	9/3/14	9/5/14	9/3/14	9/5/14	0 days	20	58,47																								
67	BOX 5	45 days	45 days	9/23/14	11/26/14	9/23/14	11/23/14	0 days																										
68	EXCAVATION	3 days	3 days	9/23/14	9/26/14	9/23/14	9/26/14	0 days	47	69																								
69	CIP FORM FOOTINGS	3 days	3 days	9/26/14	10/2/14	9/26/14	10/2/14	0 days	68	70																								
70	CIP POUR FOOTINGS	1 day	1 day	10/2/14	10/3/14	10/2/14	10/3/14	0 days	69	71																								
71	CIP STRIP FOOTINGS	2 days	2 days	10/3/14	10/7/14	10/3/14	10/7/14	0 days	70	72																								
72	CIP FORM WALLS AND DECK	18 days	18 days	10/7/14	10/31/14	10/7/14	10/31/14	0 days	71	73																								
73	CIP POUR WALLS AND DECK	2 days	2 days	10/31/14	11/4/14	10/31/14	11/4/14	0 days	72	74																								
74	CIP STRIP WALLS AND DECK	15 days	15 days	11/4/14	11/25/14	11/4/14	11/25/14	0 days	73	75,110,164																								
75	PIPE CONNECTIONS	1 day	1 day	11/25/14	11/26/14	11/25/14	11/26/14	3 days	74	109,77																								
109	PIPES 69,56	1 day	1 day	11/26/14	12/1/14	12/3/14	12/4/14	3 days	75	133																								
110	PIPES 60	1 day	1 day	11/25/14	11/26/14	11/25/14	11/26/14	0 days	74	157,134																								
113	CATCH BASINS	260.4 days	248.44 days	3/17/14	3/25/15	3/24/14	3/25/15	0 days		164																								
133	CB 53,41	1 day	1 day	12/2/14	12/4/14	12/5/14	12/5/14	3 days	109																									
134	CB 45	1 day	1 day	11/26/14	12/1/14	12/4/14	12/5/14	4 days	110	164																								
137	LIDS	100.4 days	100.4 days	10/30/14	3/25/15	11/21/14	3/25/15	0 days																										
142	CB 22,23,25,27,30,31,49,50	12 days	12 days	2/10/15	2/26/15	2/13/15	3/3/15	3 days	187FS-10 days,141	215,143,201																								
143	CB 33,35,36,39,40,42,43,44,46,47	15 days	16 days	3/9/15	3/25/15	3/3/15	3/25/15	0 days	188FS-10 days,142	216,202																								
157	JS 3	5 days	5 days	11/26/14	12/5/14	11/26/14	12/5/14	0 days	110	164																								
164	EB 467-480	0 days	0 days	12/5/14	12/5/14	12/5/14	12/5/14	0 days	160,159,55,126,153,155,132,74	178,167																								
178	EB 467-480	15 days	15 days	12/5/14	12/29/14	12/5/14	12/29/14	0 days	164	185,227																								
182	CURB	84.4 days	88.37 days	10/30/14	3/17/15	10/30/14	3/17/15	0 days		243																								
185	EB 467-480	10 days	10 days	12/23/14	1/13/15	12/29/14	1/13/15	0 days	178,184	192,206,186,140FS-10 days																								
186	WS 417-441	15 days	15 days	1/13/15	2/3/15	1/13/15	2/3/15	0 days	179,185,240	193,207,187,141FS-10 days																								
187	WS 441-467	15 days	15 days	2/3/15	2/24/15	2/3/15	2/24/15	0 days	180,186,242,237	194,208,188,142FS-10 days																								
188	WS 467-480	15 days	15 days	2/24/15	3/17/15	2/24/15	3/17/15	0 days	181,187,238	195,209,143FS-10 days																								
199	EB 467-480	20 days	20 days	1/20/15	2/17/15	1/25/15	2/23/15	4 days	206,140	225,229																								
202	WB 467-480	20 days	20 days	3/25/15	4/22/15	3/25/15	4/22/15	0 days	209,143,239	225,230FS-5 days																								
206	EB 467-480	5 days	5 days	1/13/15	1/20/15	1/19/15	1/26/15	4 days	185	199																								
209	WS 467-480	5 days	5 days	3/17/15	3/24/15	3/18/15	3/25/15	1 day	188	202																								
226	LANDSCAPE	114 days	114 days	12/29/14	6/9/15	12/29/14	6/9/15	0 days		247																								
229	IRRIGATION South	30 days	30 days	2/17/15	3/3/15	2/23/15	4/6/15	4 days	199,227	231																								
230	IRRIGATION North	23 days	23 days	4/15/15	5/18/15	4/15/15	5/18/15	0 days	202FS-5 days,228FS-5 days	232FS-5 days																								
231	PLANTING South	25 days	25 days	3/31/15	5/5/15	4/6/15	5/11/15	4 days	229	232																								
232	PLANTING North	20 days	20 days	5/11/15	6/9/15	5/11/15	6/9/15	0 days	230FS-5 days,231	247,245FS-3 days																								
245	CLEAN UP	3 days	3 days	6/4/16	6/8/16	6/4/16	6/9/16	0 days	244,243,232FS-3 days	246FS-5 days																								
246	DEMOSCE	3 days	3 days	6/2/15	6/5/15	6/4/15	6/9/15	2 days	245FS-5 days	248																								
247	SUBSTANTIAL COMPLETION	0 days	0 days	6/9/15	6/9/15	6/9/15	6/9/15	0 days	244,226,232,243,225	249																								
248	FINAL COMPLETION	0 days	0 days	6/5/15	6/5/15	6/5/15	6/9/15	2 days	246																									
249	FLOAT	10 days	0 days	6/9/15	6/9/15	6/9/15	6/9/15	0 days	247,3FF																									



SELECT
Project: Mages III 09-10-14
Date: 9/26/14

Task	Roll Up Task	Split	Inactive Task	Manual Task	Start-only
Critical Task	Roll Up Critical Task	External Tasks	Inactive Task	Duration-only	Finish-only
Milestone	Roll Up Milestone	Project Summary	Inactive Milestone	Manual Summary Rollup	Progress
Summary	Roll Up Progress	Group By Summary	Inactive Summary	Manual Summary	Deadline

MONTHLY PAY APPLICATION COVER LETTER

TO: Pima County Department of Transportation
FOR: Magee Rd, La Canada to Oracle Rd (SR77)

OWNER'S PROJECT NO.: STP-PPM-0(209)D

Contract #: 4MRLCO

PAY ESTIMATE # 13

Job to Date for Period Ending: 10/25/2014

TOTAL CONTRACT AMOUNT: \$9,974,990.20

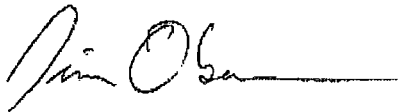
TOTAL JOB TO DATE (accum): \$ 1,935,085.81

LESS PREVIOUS: \$ 1,821,437.91

TOTAL DUE THIS INVOICE: \$ 113,647.90

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full, all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except as covered by Bond acceptable to OWNER)

Dated: 10/27/2014
Select Development and Construction, Inc.



Jim Olson

Project Manager

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No.:4MRCLO

PAY ESTIMATE #13

* = ITEM ADDED OR REVISED
BY CHANGE ORDERS

TOTAL CHANGE ORDERS	RETENTION	RETENTION	ESCROW
	10%	10%	10%
\$8,233,412.97	\$1,741,577.23		\$1,539,294.12
BALANCE ACCOUNT	TOTAL PAYMENTS		PREV PAY
	\$1,539,294.12		
	PREV. PAYMENTS		
	ESTIMATE #13	ESTIMATE #13	
	\$102,283.11	\$102,283.11	
	THIS PAYMENT	THIS PAYMENT	

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No. 4MRCL0

PAY ESTIMATE #13

ITEM No.	ITEM DESCRIPTION	FUNCTION	UNIT	UNIT PRICE	QTY	AMOUNT	TOTAL QTY	TOTAL AMOUNT	ACCUM QTY	ACCUM AMOUNT	CURRENT QTY	CURRENT AMOUNT	PREV QTY	PREV AMOUNT
1080001	DBE Sanctions	DBES	L.S.	(\$247,380.00)	0	\$0.00	0	\$0.00	1	(\$247,380.00)	0	\$0.00	1	(\$247,380.00)
1090010	Fuel Adjustment Allowance	FED	U.S.D	\$1.00	75,000	\$75,000.00	75,000	\$75,000.00	0	\$0.00	0	\$0.00	0	\$0.00
2010001	Clearing and Grubbing	FED	L.S.	\$13,558.11	1	\$13,558.11	1	\$13,558.11	0.85	\$11,524.39	0	\$0.00	0.85	\$11,524.39
2010004	Preservation Fencing	FED	L.F.	\$3.39	6,711	\$22,750.29	6,711	\$22,750.29	4195	\$14,221.05	0	\$0.00	4195	\$14,221.05
2010010	Clearing and Grubbing (Noxious and Invasive Specie	FED	U.S.D	\$1.00	20,000	\$20,000.00	20000	\$20,000.00	412.81	\$412.81	0	\$0.00	412.81	\$412.81
2020001	Removal of Structures & Obstructions	FED	L.S.	\$54,232.42	1	\$54,232.42	1	\$54,232.42	0.6	\$32,539.45	0.1	\$5,423.24	0.5	\$27,116.21
2020030	Removal of Bituminous Pavement by Milling	FED	S.Y.	\$3.13	3,380	\$10,579.40	3380	\$10,579.40	0	\$0.00	0	\$0.00	0	\$0.00
2020061	Relocate Mailbox	FED	EACH	\$112.99	8	\$903.92	8	\$903.92	5	\$564.95	0	\$0.00	5	\$564.95
2030300	Roadway Excavation	FED	C.Y.	\$6.62	9,716	\$64,319.92	9716	\$64,319.92	5400	\$35,748.00	1300	\$8,606.00	4100	\$27,142.00
2030401	Drainage Excavation	FED	C.Y.	\$16.95	291	\$4,932.45	291	\$4,932.45	0	\$0.00	0	\$0.00	0	\$0.00
2030500	Excavation (Overexcavation)	FED	C.Y.	\$6.94	9,313	\$55,319.22	9313	\$55,319.22	147	\$873.18	0	\$0.00	147	\$873.18
2030901	Borrow	FED	C.Y.	\$13.12	30,469	\$399,753.28	30469	\$399,753.28	7313	\$95,946.56	2390	\$31,356.80	4923	\$64,589.76
2080001	Separation Geotextile Fabric	FED	S.Y.	\$1.27	18,067	\$22,945.09	18067	\$22,945.09	600	\$762.00	45	\$57.15	555	\$704.85
3030003	Aggregate Base	FED	C.Y.	\$33.67	11,295	\$380,302.65	11295	\$380,302.65	1547	\$52,087.49	0	\$0.00	1547	\$52,087.49
3060002	Geogrid Base Reinforcement	FED	S.Y.	\$0.98	18,067	\$17,705.66	18067	\$17,705.66	600	\$588.00	45	\$44.10	555	\$543.90
4010001	Portland Cement Concrete Pavement	FED	S.Y.	\$40.68	867	\$35,269.56	867	\$35,269.56	349	\$14,197.32	349	\$14,197.32	0	\$0.00
4040111	Tack Coat	FED	TON	\$1,231.53	22	\$27,093.66	22	\$27,093.66	0	\$0.00	0	\$0.00	0	\$0.00
4060001	Asphaltic Concrete (No. 1)	FED	TON	\$61.80	9,432	\$582,897.60	9432	\$582,897.60	1387	\$85,716.60	0	\$0.00	1387	\$85,716.60
4060002	Asphaltic Concrete (No. 2)	FED	TON	\$87.50	1,739	\$152,162.50	1739	\$152,162.50	45	\$3,937.50	0	\$0.00	45	\$3,937.50
4060003	Asphaltic Concrete (No. 3)	FED	TON	\$84.47	224	\$18,921.28	224	\$18,921.28	0	\$0.00	0	\$0.00	0	\$0.00
4060510	Bituminous Material Price Adjustment Allowance	FED	U.S.D	\$1.00	75,000	\$75,000.00	75000	\$75,000.00	0	\$0.00	0	\$0.00	0	\$0.00
4090003	Asphaltic Concrete (Miscellaneous Structural)	FED	TON	\$74.28	1,207	\$89,655.96	1207	\$89,655.96	0	\$0.00	0	\$0.00	0	\$0.00
4130040	Asphaltic Concrete (Asphalt-Rubber)	FED	TON	\$38.62	7,239	\$279,570.18	7239	\$279,570.18	0	\$0.00	0	\$0.00	0	\$0.00
4130042	Asphalt Rubber Material (For AR-AC)	FED	TON	\$655.88	616	\$404,022.08	616	\$404,022.08	0	\$0.00	0	\$0.00	0	\$0.00
4130044	Mineral Admixture (For AR-AC)	FED	TON	\$135.59	67	\$9,084.53	67	\$9,084.53	0	\$0.00	0	\$0.00	0	\$0.00
4140040	Asphaltic Concrete Friction Course (Asphalt-Rubber)	FED	TON	\$75.30	108	\$8,132.40	108	\$8,132.40	0	\$0.00	0	\$0.00	0	\$0.00
4140042	Asphalt Rubber Material (For AR-ACFC)	FED	TON	\$689.21	9	\$6,202.89	9	\$6,202.89	0	\$0.00	0	\$0.00	0	\$0.00
4140044	Mineral Admixture (For AR-ACFC)	FED	TON	\$135.59	1	\$135.59	1	\$135.59	0	\$0.00	0	\$0.00	0	\$0.00
5010007	Pipe, Corrugated Metal, 18"	FED	L.F.	\$54.24	79	\$4,284.96	79	\$4,284.96	0	\$0.00	0	\$0.00	0	\$0.00
5010030	Pipe, Corrugated Metal, 42"	FED	L.F.	\$63.28	42	\$2,657.76	42	\$2,657.76	0	\$0.00	0	\$0.00	0	\$0.00
5010100	Pipe, Slotted, 18" Diameter	FED	L.F.	\$100.32	62	\$6,219.84	62	\$6,219.84	0	\$0.00	0	\$0.00	0	\$0.00
5011010	Pipe, Reinforced Concrete, Class II, 18"	FED	L.F.	\$52.86	3,698	\$195,476.28	3698	\$195,476.28	1607	\$84,946.02	0	\$0.00	1607	\$84,946.02
5011012	Pipe, Reinforced Concrete, Class III, 18"	FED	L.F.	\$62.03	337	\$20,904.11	337	\$20,904.11	204.5	\$12,685.14	0	\$0.00	204.5	\$12,685.14
5011022	Pipe, Reinforced Concrete, Class II, 24"	FED	L.F.	\$64.77	701	\$45,403.77	701	\$45,403.77	662	\$42,877.74	0	\$0.00	662	\$42,877.74
5011023	Pipe, Reinforced Concrete, Class III, 24"	FED	L.F.	\$65.62	937	\$61,485.94	937	\$61,485.94	240	\$15,748.80	0	\$0.00	240	\$15,748.80
5011042	Pipe, Reinforced Concrete, Class II, 36"	FED	L.F.	\$103.39	482	\$49,833.98	482	\$49,833.98	209	\$21,608.51	0	\$0.00	209	\$21,608.51
5011043	Pipe, Reinforced Concrete, Class III, 36"	FED	L.F.	\$105.08	185	\$19,439.80	185	\$19,439.80	182	\$19,124.56	0	\$0.00	182	\$19,124.56
5011047	Pipe, Reinforced Concrete, Class II, 42"	FED	L.F.	\$126.09	482	\$60,775.38	482	\$60,775.38	347	\$43,753.23	23	\$2,900.07	324	\$40,853.16
5014118	Concrete End Section, 18" (ADOT C-13.20)	FED	EACH	\$593.17	5	\$2,965.85	5	\$2,965.85	2	\$1,186.34	0	\$0.00	2	\$1,186.34

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No.:4MRCLO

PAY ESTIMATE #13

Item No.	Description	Unit	Quantity	Unit Price	Total Price	Item No.	Description	Unit	Quantity	Unit Price	Total Price	Item No.	Description	Unit	Quantity	Unit Price	Total Price
5030015	Catch Basin, PC/COT Std. Dtl. 308, (Type 3, L = 8')	FED EACH	12	\$4,920.47	\$59,045.64	12	\$59,045.64	3	\$14,761.41	0	\$0.00	3	\$14,761.41				
5030017	Catch Basin, PC/COT Std. Dtl. 308 (Type 3, L=12')	FED EACH	4	\$5,666.16	\$22,664.64	4	\$22,664.64	3	\$16,998.48	0	\$0.00	3	\$16,998.48				
5030020	Catch Basin, PC/COT Std. Dtl. 309, (Single) (D<8')	FED EACH	2	\$3,446.02	\$6,892.04	2	\$6,892.04	0.12	\$413.52	0	\$0.00	0.12	\$413.52				
5030024	Catch Basin, PC/COT Std. Dtl. 309 (Double) (D<8')	FED EACH	4	\$4,372.49	\$17,489.96	4	\$17,489.96	0.19	\$830.77	0	\$0.00	0.19	\$830.77				
5030025	Catch Basin, PC/COT Std. Dtl. 308, (Type 3, L = 16')	FED EACH	12	\$6,383.61	\$76,603.32	12	\$76,603.32	4.5	\$28,726.25	0.5	\$3,191.81	4	\$25,534.44				
5030027	Catch Basin, PC/COT Std. Dtl. 308 (Type 3, 2 Wings)	FED EACH	4	\$7,400.47	\$29,601.88	4	\$29,601.88	0.5	\$3,700.24	0.4	\$2,960.19	0.1	\$740.05				
5030028	Catch Basin, PC/COT Std. Dtl. 309 (Single, Off Road)	FED EACH	5	\$3,446.02	\$17,230.10	5	\$17,230.10	1	\$3,446.02	0	\$0.00	1	\$3,446.02				
5030105	Concrete Catch Basin, ADOT C-15.10 (Double) H = 8'	FED EACH	1	\$5,592.72	\$5,592.72	1	\$5,592.72	0.03	\$167.78	0	\$0.00	0.03	\$167.78				
5030211	Trench Drain	FED EACH	1	\$17,382.62	\$17,382.62	1	\$17,382.62	0	\$0.00	0	\$0.00	0	\$0.00				
5030214	Transverse Drain	FED EACH	2	\$70,997.59	\$141,795.18	2	\$141,795.18	0	\$0.00	0	\$0.00	0	\$0.00				
5030500	Junction Structure	FED EACH	3	\$29,093.44	\$87,280.32	3	\$87,280.32	0	\$0.00	0	\$0.00	0	\$0.00				
5030775	Catch Basin (Special No. 1)	FED EACH	9	\$7,067.17	\$63,604.53	9	\$63,604.53	5	\$35,335.85	0	\$0.00	5	\$35,335.85				
5050002	Storm Drain Manhole (Dtl. 302)	FED EACH	1	\$2,519.55	\$2,519.55	1	\$2,519.55	0	\$0.00	0	\$0.00	0	\$0.00				
5050205	Storm Drain Manhole and Base (PC/COT Std. Dtl. 30)	FED EACH	9	\$3,643.75	\$32,793.75	9	\$32,793.75	0	\$0.00	0	\$0.00	0	\$0.00				
5090020	Sewer Manhole Concrete Collar	RWRD EACH	7	\$395.45	\$2,768.15	7	\$2,768.15	0	\$0.00	0	\$0.00	0	\$0.00				
5090100	Sewer Manhole, Reconstruct	RWRD L.F.	69	\$282.47	\$19,490.43	69	\$19,490.43	0	\$0.00	0	\$0.00	0	\$0.00				
5090110	Sewer Manhole, Adjustment	RWRD EACH	5	\$282.47	\$1,412.35	5	\$1,412.35	0	\$0.00	0	\$0.00	0	\$0.00				
5090614	Sewer House Connection Allowance	RWRD U.S.D	10,000	\$1.00	\$10,000.00	10000	\$10,000.00	0	\$0.00	0	\$0.00	0	\$0.00				
5100110	Potable Water, 6" Temporary Highline Installation	TW L.S.	1	\$4,180.42	\$4,180.42	1	\$4,180.42	1	\$4,180.42	0	\$0.00	1	\$4,180.42				
5100230	Potable Water Potholing	FED EACH	3	\$225.97	\$677.91	3	\$677.91	0	\$0.00	0	\$0.00	0	\$0.00				
5101104	Potable Water Pipe, DI, 4" (CL 350)	TW L.F.	64	\$88.70	\$5,676.80	64	\$5,676.80	60	\$5,322.00	0	\$0.00	60	\$5,322.00				
5101106	Potable Water Pipe, DI, 6" (CL 350)	TW L.F.	430	\$80.79	\$34,739.70	430	\$34,739.70	198	\$15,996.42	0	\$0.00	198	\$15,996.42				
5101108	Potable Water Pipe, DI, 8" (CL 350)	TW L.F.	718	\$99.93	\$71,749.74	718	\$71,749.74	278	\$27,780.54	0	\$0.00	278	\$27,780.54				
5101112	Potable Water Pipe, DI, 12" (CL 350)	TW L.F.	502	\$136.45	\$68,497.90	502	\$68,497.90	479	\$65,359.55	0	\$0.00	479	\$65,359.55				
5101404	Potable Water Pipe, PVC, 4", DR 14 (CL 305)	TW L.F.	23	\$48.59	\$1,117.57	23	\$1,117.57	6	\$291.54	0	\$0.00	6	\$291.54				
5101406	Potable Water Pipe, PVC, 6", DR 14 (CL 305)	TW L.F.	63	\$42.37	\$2,669.31	63	\$2,669.31	269	\$11,397.53	0	\$0.00	269	\$11,397.53				
5101408	Potable Water Pipe, PVC, 8", DR 14 (CL 305)	TW L.F.	844	\$58.23	\$49,146.12	844	\$49,146.12	609	\$35,462.07	0	\$0.00	609	\$35,462.07				
5101412	Potable Water Pipe, PVC, 12", DR 14 (CL 305)	TW L.F.	1,202	\$73.32	\$88,130.64	1202	\$88,130.64	938	\$68,774.16	0	\$0.00	938	\$68,774.16				
5101604	Potable Water Pipe, Copper, 1" w/fittings	TW L.F.	683	\$20.97	\$14,322.51	683	\$14,322.51	635	\$13,315.95	0	\$0.00	635	\$13,315.95				
5101606	Potable Water Pipe, Copper, 1-1/2" w/fittings	TW L.F.	32	\$28.48	\$911.36	32	\$911.36	26	\$740.48	0	\$0.00	26	\$740.48				
5101608	Potable Water Pipe, Copper, 2" w/fittings	TW L.F.	235	\$34.75	\$8,166.25	235	\$8,166.25	148	\$5,143.00	0	\$0.00	148	\$5,143.00				
5102112	Potable Water, Tapping Sleeve & Valve, 12" x 8"	TW EACH	5	\$3,389.53	\$16,947.65	5	\$16,947.65	1	\$3,389.53	0	\$0.00	1	\$3,389.53				
5102204	Potable Water, Gate Valve, 4"	TW EACH	1	\$881.28	\$881.28	1	\$881.28	1	\$881.28	0	\$0.00	1	\$881.28				
5102206	Potable Water, Gate Valve, 6"	TW EACH	3	\$1,039.46	\$3,118.38	3	\$3,118.38	0	\$0.00	0	\$0.00	0	\$0.00				
5102208	Potable Water, Gate Valve, 8"	TW EACH	9	\$1,468.80	\$13,219.20	9	\$13,219.20	2	\$2,837.60	0	\$0.00	2	\$2,837.60				
5102212	Potable Water, Gate Valve, 12"	TW EACH	5	\$2,570.40	\$12,852.00	5	\$12,852.00	0	\$0.00	0	\$0.00	0	\$0.00				
5102406	Potable Water, Gate Valve, Cut In, 6"	TW EACH	2	\$1,962.88	\$3,965.76	2	\$3,965.76	0	\$0.00	0	\$0.00	0	\$0.00				
5102408	Potable Water, Gate Valve, Cut In, 8"	TW EACH	2	\$2,409.96	\$4,819.92	2	\$4,819.92	0	\$0.00	0	\$0.00	0	\$0.00				
5102412	Potable Water, Gate Valve, Cut In, 12"	TW EACH	2	\$3,389.53	\$6,779.06	2	\$6,779.06	1	\$3,389.53	0	\$0.00	1	\$3,389.53				

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No. 4MRCLO

PAY ESTIMATE #13

5102413	Potable Water, Inline Insert Valve, 12"	TW	EACH	\$15,874.29	1	\$15,874.29	1	\$15,874.29	0	\$0.00	0	\$0.00	0	\$0.00
5102604	Potable Water, Combination Air Release Valve, 1"	TW	EACH	\$1,344.52	1	\$1,344.52	1	\$1,344.52	1	\$1,344.52	0	\$0.00	1	\$1,344.52
5103101	Potable Water, Adjust Valve Box and Cover	TW	EACH	\$129.94	38	\$4,937.72	38	\$4,937.72	0	\$0.00	0	\$0.00	0	\$0.00
5103102	Potable Water, Adjust Valve Box and Cover (Metro V) MW	EACH	\$141.24	22	\$3,107.28	22	\$3,107.28	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
5103205	Potable Water, Fire Hydrant	TW	EACH	\$6,372.31	3	\$19,116.93	3	\$19,116.93	0	\$0.00	0	\$0.00	0	\$0.00
5103210	Potable Water, Fire Hydrant Post Barricade	TW	EACH	\$282.47	3	\$847.41	3	\$847.41	0	\$0.00	0	\$0.00	0	\$0.00
5103308	PRV Station	TW	EACH	\$30,505.74	1	\$30,505.74	1	\$30,505.74	0	\$0.00	0	\$0.00	0	\$0.00
5103310	Potable Water, Pressure Reducing Valve Manhole At MW	EACH	\$564.93	1	\$564.93	1	\$564.93	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
5105010	Potable Water Pipe Remove & Dispose, 10" & small TW	L.F.	\$13.56	881	\$11,946.38	881	\$11,946.38	933	\$12,651.48	0	\$0.00	933	\$12,651.48	
5105011	Potable Water Pipe Remove & Dispose, 10" & Small MW	L.F.	\$16.95	80	\$1,356.00	80	\$1,356.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
5105012	Potable Water, Pipe Remove & Dispose, 12" & Large TW	L.F.	\$14.69	1,398	\$20,536.62	1,398	\$20,536.62	1057	\$15,527.33	0	\$0.00	1057	\$15,527.33	
5105110	Potable Water Pipe, CA, Remove & Dispose, 10" & s TW	L.F.	\$15.82	991	\$15,677.62	991	\$15,677.62	633	\$10,014.06	0	\$0.00	633	\$10,014.06	
5105111	Potable Water Pipe, CA, Remove & Dispose, 10" & s MW	L.F.	\$18.08	258	\$4,664.64	258	\$4,664.64	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
5105112	Potable Water Pipe, CA, Remove & Dispose, 12" & l TW	L.F.	\$18.08	179	\$3,236.32	179	\$3,236.32	171	\$3,091.68	0	\$0.00	171	\$3,091.68	
5105310	Potable Water, Remove & Dispose Fire Hydrant	TW	EACH	\$903.88	3	\$2,711.64	3	\$2,711.64	0	\$0.00	0	\$0.00	0	\$0.00
5105320	Potable Water, Remove & Dispose Pressure Reducir	TW	EACH	\$903.88	1	\$903.88	1	\$903.88	0	\$0.00	0	\$0.00	0	\$0.00
5106004	Potable Water, Connections, 4"	TW	EACH	\$1,384.06	3	\$4,152.18	3	\$4,152.18	3	\$4,152.18	0	\$0.00	3	\$4,152.18
5106006	Potable Water, Connections, 6"	TW	EACH	\$1,468.80	6	\$8,812.80	6	\$8,812.80	3	\$4,406.40	0	\$0.00	3	\$4,406.40
5106008	Potable Water, Connections, 8"	TW	EACH	\$1,525.29	12	\$18,303.48	12	\$18,303.48	6	\$9,151.74	0	\$0.00	6	\$9,151.74
5106012	Potable Water, Connections, 12"	TW	EACH	\$1,977.23	14	\$27,681.22	14	\$27,681.22	11	\$21,749.53	0	\$0.00	11	\$21,749.53
5108114	Potable Water, Meter Relocation, Service Line Renew	TW	EACH	\$1,163.74	17	\$19,783.58	17	\$19,783.58	8	\$9,309.92	0	\$0.00	8	\$9,309.92
5108116	Potable Water, Meter Relocation, Service Line Renew	TW	EACH	\$1,408.68	3	\$4,219.98	3	\$4,219.98	2	\$2,813.32	0	\$0.00	2	\$2,813.32
5108118	Potable Water, Meter Relocation, Service Line Renew	TW	EACH	\$2,045.02	4	\$8,180.08	4	\$8,180.08	1	\$2,045.02	0	\$0.00	1	\$2,045.02
5108138	Potable Water, Service Line Renewal (R), 2"	TW	EACH	\$1,536.59	1	\$1,536.59	1	\$1,536.59	0	\$0.00	0	\$0.00	0	\$0.00
5109500	Private Plumbing	TW	EACH	\$583.63	7	\$3,875.41	7	\$3,875.41	7	\$3,875.41	0	\$0.00	7	\$3,875.41
5150101	Utility Impact Allowance	UTL	U.S.D	\$1.00	150,000	\$150,000.00	150000	\$150,000.00	0	\$0.00	0	\$0.00	0	\$0.00
5150103	Miscellaneous Utility Relocation Allowance (Tucson)	TW	U.S.D	\$1.00	50,000	\$50,000.00	50000	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00
5150005	Utility Potholing, Depth <12"	FED	EACH	\$169.48	200	\$33,896.00	200	\$33,896.00	179	\$30,336.92	2	\$338.96	177	\$29,997.96
5150007	Utility Potholing, Depth ≥12"	FED	EACH	\$203.38	25	\$5,084.50	25	\$5,084.50	0	\$0.00	0	\$0.00	0	\$0.00
6010101	Box Culvert 1	FED	L.F.	\$2,078.53	154	\$319,785.62	154	\$319,785.62	79	\$164,045.87	0	\$0.00	79	\$164,045.87
6010102	Box Culvert 2	FED	L.F.	\$1,192.01	412	\$491,108.12	412	\$491,108.12	165	\$196,681.65	0	\$0.00	165	\$196,681.65
6010103	Box Culvert 3	FED	L.F.	\$512.28	1,177	\$602,930.02	1177	\$602,930.02	0	\$0.00	0	\$0.00	0	\$0.00
6010104	Box Culvert 4	FED	L.F.	\$312.35	419	\$130,874.65	419	\$130,874.65	0	\$0.00	0	\$0.00	0	\$0.00
6010105	Box Culvert 5	FED	L.F.	\$850.64	272	\$231,374.08	272	\$231,374.08	0	\$0.00	0	\$0.00	0	\$0.00
6010106	Box Culvert 6	FED	L.F.	\$293.03	441	\$129,226.23	441	\$129,226.23	0	\$0.00	0	\$0.00	0	\$0.00
6010721	Concrete Apron	FED	S.Y.	\$41.81	11	\$459.91	11	\$459.91	0	\$0.00	0	\$0.00	0	\$0.00
6016087	Concrete Headwall	FED	EACH	\$6,821.99	4	\$27,287.96	4	\$27,287.96	1	\$6,821.99	0	\$0.00	1	\$6,821.99
6070010	Sign Post (Perforated) (Single)	FED	L.F.	\$4.81	1,197	\$5,757.57	1197	\$5,757.57	0	\$0.00	0	\$0.00	0	\$0.00
6070020	Sign Post (U-Channel) (Galvanized Steel)	FED	EACH	\$79.09	6	\$474.54	6	\$474.54	0	\$0.00	0	\$0.00	0	\$0.00

CONTRACTOR: Select Development

PCDOT No.:4MRCLO

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PAY ESTIMATE #13

6070110	Foundation for Sign Post (Perforated)	FED	EACH	\$158.18	133	\$21,037.94	133	\$21,037.94	0	\$0.00	0	\$0.00	0	\$0.00	0
6080001	Sign Panel (Agency Provided)	FED	S.F.	\$3.39	124	\$420.36	124	\$420.36	0	\$0.00	0	\$0.00	0	\$0.00	0
6080015	Sign Panel (Traffic Control) (Permanent) (Type III)	FED	S.F.	\$16.17	768	\$12,418.56	768	\$12,418.56	0	\$0.00	0	\$0.00	0	\$0.00	0
6080024	Flat Sht Alum W/Dir-App or Slk Scrn Char, Type VIII/	FED	S.F.	\$18.65	36	\$671.40	36	\$671.40	0	\$0.00	0	\$0.00	0	\$0.00	0
7010001	Maintenance and Protection of Traffic	FED	L.S.	\$131,796.07	1	\$131,796.07	1	\$131,796.07	0.55	\$72,487.84	0.05	\$6,589.80	0.5	\$65,898.04	0.5
7010007	Construction Area Elements (Predetermined Reimbur	FED	U.S.D	\$1.00	90,000	\$90,000.00	90000	\$90,000.00	19718.09	\$19,718.09	5179.25	\$5,178.25	14539.8	\$14,539.84	14539.8
7010010	Temporary Concrete Barrier (Installation and Remov	FED	L.F.	\$13.56	8,500	\$115,260.00	8500	\$115,260.00	1860	\$25,221.60	520	\$7,051.20	1340	\$18,170.40	1340
7010025	Flashing Arrow Panel	FED	Ea/Da	\$9.04	2,500	\$22,600.00	2500	\$22,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0
7010027	Changeable Message Board	FED	Ea/Da	\$28.25	900	\$25,425.00	900	\$25,425.00	18	\$508.50	12	\$339.00	6	\$169.50	6
7010030	Vertical Panel	FED	Ea/Da	\$0.12	200,000	\$24,000.00	200000	\$24,000.00	26866	\$3,223.92	5879	\$705.48	20987	\$2,518.44	20987
7010035	Barricade (Type I)	FED	Ea/Da	\$0.12	70,000	\$8,400.00	70000	\$8,400.00	7315	\$877.80	1579	\$189.48	5736	\$688.32	5736
7010038	Barricade (Type Iii)	FED	Ea/Da	\$0.24	11,500	\$2,760.00	11500	\$2,760.00	600	\$144.00	175	\$42.00	425	\$102.00	425
7010040	Flashing Warning Light (Type A)	FED	Ea/Da	\$0.12	157,000	\$18,840.00	157000	\$18,840.00	20665	\$2,503.80	3178	\$381.36	17687	\$2,122.44	17687
7010043	Flashing Warning Light (Type B)	FED	Ea/Da	\$0.57	7,000	\$3,990.00	7000	\$3,990.00	0	\$0.00	0	\$0.00	0	\$0.00	0
7010050	Steady-Burning Warning Light (Type C)	FED	Ea/Da	\$0.17	185,000	\$31,450.00	185000	\$31,450.00	20441	\$3,474.97	4815	\$818.55	15626	\$2,656.42	15626
7010055	Standard Intensity Reflective Sheeting, Small Sign (L	FED	Ea/Da	\$0.12	68,500	\$8,220.00	68500	\$8,220.00	20455	\$2,454.60	2384	\$287.28	18061	\$2,167.32	18061
7010060	Standard Intensity Reflective sheeting, Large sign (1C	FED	Ea/Da	\$0.24	7,000	\$1,680.00	7000	\$1,680.00	1851	\$444.24	476	\$114.24	1375	\$330.00	1375
7010063	Portable Sign Stand (Spring Type)	FED	Ea/Da	\$0.57	10,500	\$5,985.00	10500	\$5,985.00	1705	\$971.85	280	\$159.60	1425	\$812.25	1425
7010065	Portable Sign Stand, Small Sign (Less than 10 S.F.)	FED	Ea/Da	\$0.17	63,500	\$10,795.00	63500	\$10,795.00	19172	\$3,259.24	2354	\$400.18	16818	\$2,859.06	16818
7010069	Portable Sign Stand, Large Sign (10 S.F. or Larger)	FED	Ea/Da	\$0.57	5,300	\$3,591.00	6300	\$3,591.00	2093	\$1,193.01	434	\$247.38	1659	\$945.63	1659
7010075	Flagging Services (Civilian)	FED	HOUR	\$31.84	3,000	\$94,920.00	3000	\$94,920.00	72.5	\$2,293.90	13	\$411.32	59.5	\$1,882.58	59.5
7010077	Flagging Services (Uniformed Officer) (Off Duty)	FED	HOUR	\$39.55	600	\$23,730.00	800	\$23,730.00	0	\$0.00	0	\$0.00	0	\$0.00	0
7010079	Official Police Vehicle (Off Duty)	FED	HOUR	\$7.91	600	\$4,746.00	600	\$4,746.00	0	\$0.00	0	\$0.00	0	\$0.00	0
7040010	Pavement Marking (White Hot-Sprayed Thermoplasti	FED	L.F.	\$0.28	46,346	\$12,976.88	46346	\$12,976.88	0	\$0.00	0	\$0.00	0	\$0.00	0
7040020	Pavement Marking (Yellow Hot-Sprayed Thermoplasti	FED	L.F.	\$0.28	19,508	\$5,462.24	19508	\$5,462.24	0	\$0.00	0	\$0.00	0	\$0.00	0
7040030	Pavement Marking (White Hot-Sprayed Thermoplasti	FED	EACH	\$79.09	44	\$3,479.96	44	\$3,479.96	0	\$0.00	0	\$0.00	0	\$0.00	0
7040050	Pavement Marking (White Hot-Sprayed Thermoplasti	FED	EACH	\$169.48	3	\$508.44	3	\$508.44	0	\$0.00	0	\$0.00	0	\$0.00	0
7040060	Pavement Legend (White Hot-Sprayed Thermoplasti	FED	EACH	\$79.09	20	\$1,581.80	20	\$1,581.80	0	\$0.00	0	\$0.00	0	\$0.00	0
7040090	Pavement Marking (Colored Pavement Marking)	FED	S.F.	\$16.50	57	\$940.50	57	\$940.50	0	\$0.00	0	\$0.00	0	\$0.00	0
7040110	Pavement Marking (White Hot Sprayed Thermoplasti	FED	L.F.	\$0.52	7,377	\$3,836.04	7377	\$3,836.04	0	\$0.00	0	\$0.00	0	\$0.00	0
7040120	Pavement Marking (Yellow Hot-Sprayed Thermoplasti	FED	L.F.	\$0.85	1,368	\$1,162.80	1368	\$1,162.80	0	\$0.00	0	\$0.00	0	\$0.00	0
7050080	Pavement Legend, Preformed, Type I, Bike Lane Leg	FED	EACH	\$254.22	20	\$5,084.40	20	\$5,084.40	0	\$0.00	0	\$0.00	0	\$0.00	0
7060020	Pavement Marker, Reflective, (Type C, Clear, Red)	FED	EACH	\$2.21	619	\$1,367.99	619	\$1,367.99	0	\$0.00	0	\$0.00	0	\$0.00	0
7060025	Pavement Marker, Reflective, (Type D, Yellow, Two-I	FED	EACH	\$2.21	181	\$400.01	181	\$400.01	0	\$0.00	0	\$0.00	0	\$0.00	0
7060030	Pavement Marker, Reflective, (Type G, Clear, One-V	FED	EACH	\$2.21	267	\$590.07	267	\$590.07	0	\$0.00	0	\$0.00	0	\$0.00	0
7060035	Pavement Marker, Reflective, (Type H, Yellow, One-I	FED	EACH	\$2.21	240	\$530.40	240	\$530.40	0	\$0.00	0	\$0.00	0	\$0.00	0
7060040	Pavement Marker, Reflective, (Type F, Blue, Two-W	FED	EACH	\$2.21	10	\$22.10	10	\$22.10	0	\$0.00	0	\$0.00	0	\$0.00	0
7080001	Pavement Marking Painted	FED	L.F.	\$0.11	74,599	\$8,205.89	74599	\$8,205.89	0	\$0.00	0	\$0.00	0	\$0.00	0
7080010	Painted Pavement Symbol or Legend	FED	EACH	\$16.95	87	\$1,474.65	87	\$1,474.65	0	\$0.00	0	\$0.00	0	\$0.00	0

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No.:4MRCLO

PAY ESTIMATE #13

Item	Description	FED	EACH	QTY	UNIT	AMOUNT	QTY	UNIT	AMOUNT	QTY	UNIT	AMOUNT	QTY	UNIT	AMOUNT
7310005	Pole (Type A) (8')	FED	EACH	\$598.82	1	\$598.82	1	\$598.82	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310010	Pole (Type A) (10')	FED	EACH	\$621.42	8	\$4,971.36	8	\$4,971.36	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310030	Pole (Type G)	FED	EACH	\$1,564.84	4	\$6,259.36	4	\$6,259.36	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310045	Pole (Type Q)	FED	EACH	\$3,728.48	6	\$22,370.88	6	\$22,370.88	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310050	Pole (Type R)	FED	EACH	\$6,248.12	4	\$20,992.48	4	\$20,992.48	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310060	Pole (Type 2B Street Light)	FED	EACH	\$2,056.32	2	\$4,112.64	2	\$4,112.64	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310085	Post (Type I) (Pedestrian Push Button)	FED	EACH	\$412.40	4	\$1,649.60	4	\$1,649.60	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310200	Pole Foundation (Type A)	FED	EACH	\$242.92	9	\$2,186.28	9	\$2,186.28	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310215	Pole Foundation (Type G)	FED	EACH	\$542.33	4	\$2,169.32	4	\$2,169.32	3	\$1,626.99	3	\$1,626.99	0	\$0.00	\$0.00
7310230	Pole Foundation (Type Q)	FED	EACH	\$1,090.30	6	\$6,541.80	6	\$6,541.80	1	\$1,090.30	1	\$1,090.30	0	\$0.00	\$0.00
7310235	Pole Foundation (Type R)	FED	EACH	\$1,090.30	4	\$4,361.20	4	\$4,361.20	3	\$3,270.90	3	\$3,270.90	0	\$0.00	\$0.00
7310240	Pole Foundation (Type 2A, 2B and 2C Street Light)	FED	EACH	\$361.55	2	\$723.10	2	\$723.10	1	\$361.55	1	\$361.55	0	\$0.00	\$0.00
7310255	Post Foundation (Type 1) (Pedestrian Push Button)	FED	EACH	\$242.92	4	\$971.68	4	\$971.68	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310350	Control Cabinet Foundation	FED	EACH	\$355.91	2	\$711.82	2	\$711.82	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310375	Service Pedestal Cabinet Foundation	FED	EACH	\$192.08	3	\$576.24	3	\$576.24	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310377	BBS Cabinet Foundation	FED	EACH	\$468.89	1	\$468.89	1	\$468.89	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310410	Mast Arm (30 ft.) (Tapered)	FED	EACH	\$1,175.04	2	\$2,350.08	2	\$2,350.08	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310420	Mast Arm (40 ft.) (Tapered)	FED	EACH	\$1,903.79	2	\$3,807.58	2	\$3,807.58	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310425	Mast Arm (45 ft.) (Tapered)	FED	EACH	\$1,994.18	2	\$3,988.36	2	\$3,988.36	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310435	Mast Arm (55 ft.) (Tapered)	FED	EACH	\$2,943.24	2	\$5,886.48	2	\$5,886.48	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7310535	Mast Arm (20 ft.) (Tapered) (Luminaire)	FED	EACH	\$844.01	14	\$9,016.14	14	\$9,016.14	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320010	Electrical Conduit (1") (PVC)	FED	L.F.	\$6.73	25	\$168.25	25	\$168.25	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320015	Electrical Conduit (1 1/2") (PVC)	FED	L.F.	\$4.29	3,125	\$13,406.25	3,125	\$13,406.25	438	\$1,879.02	0	\$0.00	438	\$1,879.02	\$1,879.02
7320020	Electrical Conduit (2") (PVC)	FED	L.F.	\$7.68	520	\$3,993.60	520	\$3,993.60	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320021	Electrical Conduit (2") (PVC) (Second in Trench)	FED	L.F.	\$2.60	200	\$520.00	200	\$520.00	44	\$114.40	0	\$0.00	44	\$114.40	\$114.40
7320025	Electrical Conduit (2 1/2") (PVC)	FED	L.F.	\$10.17	245	\$2,491.65	245	\$2,491.65	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320030	Electrical Conduit (3") (PVC)	FED	L.F.	\$18.81	1,000	\$18,810.00	1,000	\$18,810.00	27	\$507.87	0	\$0.00	27	\$507.87	\$507.87
7320031	Electrical Conduit (3") (PVC) (Second in Trench)	FED	L.F.	\$3.91	750	\$2,932.50	750	\$2,932.50	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320040	Electrical Conduit (4") (PVC)	FED	L.F.	\$9.78	635	\$6,210.30	635	\$6,210.30	129	\$1,261.62	0	\$0.00	129	\$1,261.62	\$1,261.62
7320041	Electrical Conduit (4") (PVC) (Second in Trench)	FED	L.F.	\$4.52	595	\$2,689.40	595	\$2,689.40	69	\$311.88	0	\$0.00	69	\$311.88	\$311.88
7320044	Electrical Conduit (4") (PVC) (Telecommunications)	FED	L.F.	\$8.59	5,286	\$45,406.74	5,286	\$45,406.74	4978	\$42,761.02	0	\$0.00	4978	\$42,761.02	\$42,761.02
7320062	Electrical Conduit (4") (PVC) (Concrete Encased)	FED	L.F.	\$15.14	266	\$4,027.24	266	\$4,027.24	267	\$4,042.38	0	\$0.00	267	\$4,042.38	\$4,042.38
7320150	Tracer Wire	FED	L.F.	\$0.74	5,286	\$3,911.64	5,286	\$3,911.64	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320400	Pull Box (No. 3 1/2)	FED	EACH	\$186.43	11	\$2,050.73	11	\$2,050.73	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320409	Pull Box (No. 5) (Polymer Concrete)	FED	EACH	\$361.55	2	\$723.10	2	\$723.10	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320419	Pull Box (No. 7) (Polymer Concrete)	FED	EACH	\$378.50	6	\$2,271.00	6	\$2,271.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320420	Pull Box (No. 7)	FED	EACH	\$367.20	7	\$2,570.40	7	\$2,570.40	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320421	Pull Box (No. 7) (with Extension)	FED	EACH	\$429.34	3	\$1,288.02	3	\$1,288.02	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
7320422	Pull Box (No. 7) (with Extension) (Polymer Concrete)	FED	EACH	\$429.34	1	\$429.34	1	\$429.34	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No.:4MRCLO

PAY ESTIMATE #13

Item	Description	Unit	Quantity	Unit Price	Amount	Unit	Quantity	Unit Price	Amount	Unit	Quantity	Unit Price	Amount
7320440	Pull Box (Fiber Optic)	FED EACH	2	\$2,028.07	\$4,056.14	2	\$4,056.14	0	\$0.00	0	\$0.00	0	\$0.00
7320459	Vault (Fiber Optic)	FED EACH	5	\$2,270.99	\$11,354.95	5	\$11,354.95	5	\$11,354.95	0	\$0.00	5	\$11,354.95
7320601	Conductors, Signal/Lighting (Intersection A)	FED L.S.	1	\$9,869.17	\$9,869.17	1	\$9,869.17	0	\$0.00	0	\$0.00	0	\$0.00
7320602	Conductors, Signal/Lighting (Intersection B)	FED L.S.	1	\$18,817.70	\$18,817.70	1	\$18,817.70	0	\$0.00	0	\$0.00	0	\$0.00
7320618	Conductor (No. 8) (Insulated)	FED L.F.	1,940	\$0.57	\$1,105.80	1,940	\$1,105.80	0	\$0.00	0	\$0.00	0	\$0.00
7320620	Conductor (No. 10) (Insulated)	FED L.F.	3,720	\$0.40	\$1,488.00	3,720	\$1,488.00	0	\$0.00	0	\$0.00	0	\$0.00
7320628	Conductor (No. 8) (Bare)	FED L.F.	1,780	\$0.52	\$925.60	1,780	\$925.60	0	\$0.00	0	\$0.00	0	\$0.00
7320690	Ground Rod (3/4" Dia. X 10')	FED EACH	4	\$45.20	\$180.80	4	\$180.80	0	\$0.00	0	\$0.00	0	\$0.00
7320800	Service Pedestal Cabinet	FED EACH	1	\$1,734.31	\$1,734.31	1	\$1,734.31	0	\$0.00	0	\$0.00	0	\$0.00
7320811	Service Pedestal Cabinet (Intersection A)	FED EACH	1	\$1,734.31	\$1,734.31	1	\$1,734.31	0	\$0.00	0	\$0.00	0	\$0.00
7320812	Service Pedestal Cabinet (Intersection B)	FED EACH	1	\$2,135.41	\$2,135.41	1	\$2,135.41	0	\$0.00	0	\$0.00	0	\$0.00
7320820	Battery Back Up Power System	FED EACH	1	\$4,609.76	\$4,609.76	1	\$4,609.76	0	\$0.00	0	\$0.00	0	\$0.00
7320888	Electrical Service Installation Fees Allowance	FED U.S.D	1	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$0.00	0	\$0.00	0	\$0.00
7320890	Electrical Service Installation	FED L.S.	1	\$514.08	\$514.08	1	\$514.08	0	\$0.00	0	\$0.00	0	\$0.00
7330045	Traffic Signal Face (Type F)	FED EACH	28	\$446.29	\$12,496.12	28	\$12,496.12	0	\$0.00	0	\$0.00	0	\$0.00
7330050	Traffic Signal Face (Type Q)	FED EACH	8	\$570.58	\$4,564.64	8	\$4,564.64	0	\$0.00	0	\$0.00	0	\$0.00
7330057	Traffic Signal Face (Type R)	FED EACH	6	\$480.19	\$2,881.14	6	\$2,881.14	0	\$0.00	0	\$0.00	0	\$0.00
7330070	Traffic Signal Face (Type G)	FED EACH	6	\$677.91	\$4,067.46	6	\$4,067.46	0	\$0.00	0	\$0.00	0	\$0.00
7330200	Traffic Signal Face (Pedestrian) (Man/Hand)	FED EACH	16	\$338.96	\$5,423.36	16	\$5,423.36	0	\$0.00	0	\$0.00	0	\$0.00
7330305	Traffic Signal Mounting Assembly (Type II)	FED EACH	10	\$101.89	\$1,018.90	10	\$1,018.90	0	\$0.00	0	\$0.00	0	\$0.00
7330315	Traffic Signal Mounting Assembly (Type IV)	FED EACH	1	\$451.94	\$451.94	1	\$451.94	0	\$0.00	0	\$0.00	0	\$0.00
7330320	Traffic Signal Mounting Assembly (Type V)	FED EACH	11	\$384.15	\$4,225.65	11	\$4,225.65	0	\$0.00	0	\$0.00	0	\$0.00
7330325	Traffic Signal Mounting Assembly (Type VI)	FED EACH	8	\$468.89	\$3,751.12	8	\$3,751.12	0	\$0.00	0	\$0.00	0	\$0.00
7330330	Traffic Signal Mounting Assembly (Type VII)	FED EACH	4	\$406.75	\$1,627.00	4	\$1,627.00	0	\$0.00	0	\$0.00	0	\$0.00
7330350	Traffic Signal Mounting Assembly (Type XI)	FED EACH	8	\$163.83	\$1,310.64	8	\$1,310.64	0	\$0.00	0	\$0.00	0	\$0.00
7330355	Traffic Signal Mounting Assembly (Type A.B./O-3)	FED EACH	10	\$271.17	\$2,711.70	10	\$2,711.70	0	\$0.00	0	\$0.00	0	\$0.00
7330500	Pre-Empt Beacon	FED EACH	4	\$276.82	\$1,107.28	4	\$1,107.28	0	\$0.00	0	\$0.00	0	\$0.00
7330501	Relocate Pre-Empt Beacon	FED EACH	1	\$90.39	\$90.39	1	\$90.39	0	\$0.00	0	\$0.00	0	\$0.00
7330510	Pre-Empt Sensor	FED EACH	4	\$717.45	\$2,869.80	4	\$2,869.80	0	\$0.00	0	\$0.00	0	\$0.00
7330511	Relocate Pre-Empt Sensor	FED EACH	4	\$90.39	\$361.56	4	\$361.56	0	\$0.00	0	\$0.00	0	\$0.00
7340041	Traffic Signal Controller Assembly (Type IV) (Intersec	FED EACH	1	\$29,466.28	\$29,466.28	1	\$29,466.28	0	\$0.00	0	\$0.00	0	\$0.00
7340042	Traffic Signal Controller Assembly (Type IV) (Intersec	FED EACH	1	\$22,054.52	\$22,054.52	1	\$22,054.52	0	\$0.00	0	\$0.00	0	\$0.00
7350002	Video Detection (Intersection A)	FED EACH	1	\$29,195.12	\$29,195.12	1	\$29,195.12	0	\$0.00	0	\$0.00	0	\$0.00
7350100	Loop Detector (6' x 6')	FED EACH	6	\$355.91	\$2,135.46	6	\$2,135.46	0	\$0.00	0	\$0.00	0	\$0.00
7350205	Loop Detector (6' x 50') (Quad)	FED EACH	6	\$666.61	\$3,999.66	6	\$3,999.66	0	\$0.00	0	\$0.00	0	\$0.00
7350210	Loop Detector (6' x 70') (Quad)	FED EACH	4	\$853.04	\$3,412.16	4	\$3,412.16	0	\$0.00	0	\$0.00	0	\$0.00
7350400	Pedestrian Push Button (2" ADA Button) (With Sign)	FED EACH	16	\$367.20	\$5,875.20	16	\$5,875.20	0	\$0.00	0	\$0.00	0	\$0.00
7360030	Luminaire (Horizontal Mount) (HPS 250 Watt)	FED EACH	8	\$305.06	\$2,440.48	8	\$2,440.48	0	\$0.00	0	\$0.00	0	\$0.00
7360040	Luminaire (Horizontal Mount) (HPS 400 Watt)	FED EACH	8	\$367.20	\$2,937.60	8	\$2,937.60	0	\$0.00	0	\$0.00	0	\$0.00

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No.: 4MRCL0

PAY ESTIMATE #13

Item	Description	FED	EACH	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT	QTY	UNIT
7360180	Power Supply (Battery Backup)	FED	EACH	\$5,321.56	1	\$5,321.56	1	\$5,321.56	0	\$0.00	0	\$0.00	0	\$0.00	0
7360190	Photo Electric Control	FED	EACH	\$20.34	4	\$81.36	4	\$81.36	0	\$0.00	0	\$0.00	0	\$0.00	0
7370001	Maintain Existing Traffic Signals and Lighting (Interse	FED	L.S.	\$960.37	1	\$960.37	1	\$960.37	0	\$0.00	0	\$0.00	0	\$0.00	0
7370002	Maintain Existing Traffic Signals and Lighting (Interse	FED	L.S.	\$960.37	1	\$960.37	1	\$960.37	0	\$0.00	0	\$0.00	0	\$0.00	0
7370101	Temporary Traffic Signal (Intersection A)	FED	L.S.	\$10,914.28	1	\$10,914.28	1	\$10,914.28	0	\$0.00	0	\$0.00	0	\$0.00	0
7370201	Remove & Salvage or Reinstall Electrical Equip & Cc	FED	L.S.	\$1,412.31	1	\$1,412.31	1	\$1,412.31	0	\$0.00	0	\$0.00	0	\$0.00	0
7370202	Remove & Salvage or Reinstall Electrical Equip & Cc	FED	L.S.	\$1,412.31	1	\$1,412.31	1	\$1,412.31	0	\$0.00	0	\$0.00	0	\$0.00	0
8030040	Granite Mulch	FED	S.Y.	\$4.07	18,951	\$77,130.57	18951	\$77,130.57	0	\$0.00	0	\$0.00	0	\$0.00	0
8050004	Seeding (Class II)	FED	ACRE	\$2,824.61	5	\$14,123.05	5	\$14,123.05	0	\$0.00	0	\$0.00	0	\$0.00	0
8050009	Seeding (Class II) (2nd Application)	FED	ACRE	\$2,372.67	5	\$11,863.35	5	\$11,863.35	0	\$0.00	0	\$0.00	0	\$0.00	0
8061005	Tree (15 Gallon)	FED	EACH	\$79.09	121	\$9,569.89	121	\$9,569.89	0	\$0.00	0	\$0.00	0	\$0.00	0
8061009	Tree (24" Box)	FED	EACH	\$203.38	35	\$7,118.30	35	\$7,118.30	0	\$0.00	0	\$0.00	0	\$0.00	0
8061013	Tree (36" Box)	FED	EACH	\$564.93	16	\$9,038.88	16	\$9,038.88	0	\$0.00	0	\$0.00	0	\$0.00	0
8061019	Tree (48" Box)	FED	EACH	\$903.88	6	\$5,423.28	6	\$5,423.28	0	\$0.00	0	\$0.00	0	\$0.00	0
8061090	Tree Staking	FED	EACH	\$11.30	35	\$395.50	35	\$395.50	0	\$0.00	0	\$0.00	0	\$0.00	0
8061297	Shrub (Five Gallon) (Agency Provided)	FED	EACH	\$9.04	473	\$4,275.92	473	\$4,275.92	0	\$0.00	0	\$0.00	0	\$0.00	0
8061299	Shrub (15 Gallon)	FED	EACH	\$79.09	34	\$2,689.06	34	\$2,689.06	0	\$0.00	0	\$0.00	0	\$0.00	0
8061305	Succulent (Five Gallon)	FED	EACH	\$33.90	205	\$6,949.50	205	\$6,949.50	0	\$0.00	0	\$0.00	0	\$0.00	0
8061602	Saguaro Cactus (1'-3')	FED	EACH	\$112.99	10	\$1,129.90	10	\$1,129.90	0	\$0.00	0	\$0.00	0	\$0.00	0
8061603	Saguaro Cactus (4'-7')	FED	EACH	\$305.08	8	\$1,830.36	8	\$1,830.36	0	\$0.00	0	\$0.00	0	\$0.00	0
8061604	Saguaro Cactus (8'-12')	FED	EACH	\$610.12	5	\$3,050.60	5	\$3,050.60	0	\$0.00	0	\$0.00	0	\$0.00	0
8061610	Cactus (Agency Provided)	FED	EACH	\$11.30	284	\$3,209.20	284	\$3,209.20	0	\$0.00	0	\$0.00	0	\$0.00	0
8061612	Barrel Cactus	FED	EACH	\$33.90	246	\$8,339.40	246	\$8,339.40	0	\$0.00	0	\$0.00	0	\$0.00	0
8061655	Ocotillo (4'-6')	FED	EACH	\$56.50	20	\$1,130.00	20	\$1,130.00	0	\$0.00	0	\$0.00	0	\$0.00	0
8061700	Landscape Pruning	FED	HOUR	\$45.20	20	\$904.00	20	\$904.00	16	\$723.20	0	\$0.00	16	\$723.20	0
8061701	Browser Cages	FED	EACH	\$16.95	35	\$593.25	35	\$593.25	0	\$0.00	0	\$0.00	0	\$0.00	0
8062015	15" Treepot (Agency Provided)	FED	EACH	\$9.04	986	\$8,913.44	986	\$8,913.44	0	\$0.00	0	\$0.00	0	\$0.00	0
8062024	24" Treepot (Agency Provided)	FED	EACH	\$11.30	246	\$2,779.80	246	\$2,779.80	0	\$0.00	0	\$0.00	0	\$0.00	0
8070001	Landscaping Establishment	FED	L.S.	\$12,337.88	1	\$12,337.88	1	\$12,337.88	0	\$0.00	0	\$0.00	0	\$0.00	0
8080001	Landscape Irrigation System	FED	L.S.	\$152,603.24	1	\$152,603.24	1	\$152,603.24	0	\$0.00	0	\$0.00	0	\$0.00	0
8080011	Miscellaneous Landscape Work	FED	U.S.D	\$1.00	75,000	\$75,000.00	75000	\$75,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0
8100001	AZPDES/NPDES (Original)	FED	L.S.	\$28,246.05	1	\$28,246.05	1	\$28,246.05	0.4	\$11,298.42	0	\$0.00	0.4	\$11,298.42	0
8100005	Sediment Log (Discretionary)	FED	L.F.	\$3.73	500	\$1,865.00	500	\$1,865.00	0	\$0.00	0	\$0.00	0	\$0.00	0
8100006	Sediment Wattle (Discretionary)	FED	L.F.	\$1.47	900	\$1,323.00	900	\$1,323.00	0	\$0.00	0	\$0.00	0	\$0.00	0
8100012	AZPDES/NPDES Allowance (Modified)	FED	U.S.D	\$1.00	50,000	\$50,000.00	50000	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00	0
9010001	Mobilization	FED	L.S.	\$421,548.97	1	\$421,548.97	1	\$421,548.97	1	\$421,548.97	0	\$0.00	1	\$421,548.97	0
9080001	Concrete Curb (PC/COT Std. Dtl. 209) (Type 1)	FED	L.F.	\$14.13	26,094	\$368,708.22	26094	\$368,708.22	4426	\$62,539.38	687	\$9,707.31	3739	\$52,832.07	0
9080006	Concrete Wedge Curb (PC/COT Std. Dtl. 209)	FED	L.F.	\$15.82	200	\$3,164.00	200	\$3,164.00	40	\$632.80	0	\$0.00	40	\$632.80	0
9080030	Concrete Curb (C-05.10) (Type A)	FED	L.F.	\$15.28	962	\$14,680.12	962	\$14,680.12	0	\$0.00	0	\$0.00	0	\$0.00	0

CONTRACTOR: Select Development

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PCDOT No.:4MRCLO

PAY ESTIMATE #13

9080063	Concrete Curb and Gutter (C-05.10) (Type D)	FED	L.F.	\$22.60	374	\$8,452.40	374	\$8,452.40	10	\$226.00	10	\$226.00	0	\$0.00
9080030	Concrete Curb Terminal Section (PC/COT Std. 212)	FED	EACH	\$50.85	28	\$1,423.80	28	\$1,423.80	5	\$254.25	5	\$254.25	0	\$0.00
9080107	Concrete Curb and Gutter Transition (C-05.12) (Type FED	EACH		\$141.24	9	\$1,271.16	9	\$1,271.16	0	\$0.00	0	\$0.00	0	\$0.00
9080112	Concrete Curb Transition (PC/COT Std. Dtl. 210)	FED	L.F.	\$16.95	240	\$4,068.00	240	\$4,068.00	40	\$678.00	0	\$0.00	40	\$678.00
9080201	Concrete Sidewalk	FED	S.F.	\$3.62	33,628	\$121,733.36	33,628	\$121,733.36	130	\$470.60	130	\$470.60	0	\$0.00
9080203	Concrete Sidewalk (6")	FED	S.F.	\$4.28	604	\$2,585.12	604	\$2,585.12	0	\$0.00	0	\$0.00	0	\$0.00
9080204	Concrete Sidewalk (C-05.20)	FED	S.F.	\$3.62	748	\$2,707.76	748	\$2,707.76	0	\$0.00	0	\$0.00	0	\$0.00
9080230	Curb Access Ramp, PC/DOT Std. Dtl. 207 (Type 1)	FED	EACH	\$1,412.31	24	\$33,895.44	24	\$33,895.44	1	\$1,412.31	1	\$1,412.31	0	\$0.00
9080231	Curb Access Ramp, PC/COT Std. Dtl. 207 (Type 2)	FED	EACH	\$932.12	3	\$2,796.36	3	\$2,796.36	0	\$0.00	0	\$0.00	0	\$0.00
9080232	Curb Access Ramp, PC/COT Std. Dtl. 207 (Type 3)	FED	EACH	\$903.88	21	\$18,981.48	21	\$18,981.48	3	\$2,711.64	3	\$2,711.64	0	\$0.00
9080235	Median Refuge Area (Type 1)	FED	EACH	\$790.89	3	\$2,372.67	3	\$2,372.67	0	\$0.00	0	\$0.00	0	\$0.00
9080237	Curb Access Ramp (Special)	FED	EACH	\$903.88	16	\$14,462.08	16	\$14,462.08	0	\$0.00	0	\$0.00	0	\$0.00
9080294	Concrete Sidewalk Ramp, Type A (C-05.30)	FED	EACH	\$1,412.31	8	\$11,298.48	8	\$11,298.48	0	\$0.00	0	\$0.00	0	\$0.00
9080300	Concrete Sidewalk Ramp, Type F (C-05.30)	FED	EACH	\$847.39	4	\$3,389.56	4	\$3,389.56	0	\$0.00	0	\$0.00	0	\$0.00
9080301	Concrete Driveway	FED	S.F.	\$6.22	5,162	\$32,107.64	5,162	\$32,107.64	0	\$0.00	0	\$0.00	0	\$0.00
9080402	Concrete Header	FED	L.F.	\$13.56	1,125	\$15,255.00	1,125	\$15,255.00	0	\$0.00	0	\$0.00	0	\$0.00
9080502	Concrete Ford Wall (1' x 2')	FED	L.F.	\$16.95	337	\$5,712.15	337	\$5,712.15	0	\$0.00	0	\$0.00	0	\$0.00
9090002	Survey Monument	FED	EACH	\$129.94	3	\$389.82	3	\$389.82	0	\$0.00	0	\$0.00	0	\$0.00
9090021	Survey Monument, Frame and Cover	FED	EACH	\$197.73	7	\$1,384.11	7	\$1,384.11	0	\$0.00	0	\$0.00	0	\$0.00
9090522	Survey Marker, Type B (MAG Dtl. 120-1)	FED	EACH	\$237.27	1	\$237.27	1	\$237.27	0	\$0.00	0	\$0.00	0	\$0.00
9130031	Riprap (Dumped)	FED	C.Y.	\$53.34	997	\$53,179.98	997	\$53,179.98	133	\$7,094.22	0	\$0.00	133	\$7,094.22
9130039	Rip Rap (Hand Placed) (Grouted)	FED	S.Y.	\$49.72	248	\$12,330.56	248	\$12,330.56	0	\$0.00	0	\$0.00	0	\$0.00
9231220	RGS Riser, 2.5" (TEP)	FED	EACH	\$401.10	1	\$401.10	1	\$401.10	0	\$0.00	0	\$0.00	0	\$0.00
9231415	RGS Sweeps, 2.5", R=4', 90-degree (TEP)	FED	EACH	\$214.67	2	\$429.34	2	\$429.34	0	\$0.00	0	\$0.00	0	\$0.00
9232100	Trench, 2' width, 0-4.9' depth	FED	L.F.	\$5.65	1,649	\$9,316.85	1,649	\$9,316.85	0	\$0.00	0	\$0.00	0	\$0.00
9240002	Provide On-The-Job Training	FED	HOUR	\$0.80	1,500	\$1,200.00	1,500	\$1,200.00	480	\$384.00	0	\$0.00	480	\$384.00
9240002A	OJT Retainage	FED	U.S.D	\$1.00	0	\$0.00	0	\$0.00	-2000	(\$2,000.00)	-1000	(\$1,000.00)	-1000	(\$1,000.00)
9260001	Engineer's Field Office	FED	LS.	\$16,947.63	1	\$16,947.63	1	\$16,947.63	0.55	\$9,321.20	0.09	\$1,525.29	0.46	\$7,795.91
9300100	Incidental Items Allowance	FED	U.S.D	\$1.00	300,000	\$300,000.00	300,000	\$300,000.00	0	\$0.00	0	\$0.00	0	\$0.00
9320050	Concrete Pavers	FED	S.F.	\$5.82	12,615	\$73,419.30	12,615	\$73,419.30	0	\$0.00	0	\$0.00	0	\$0.00
9330001	Barricade Railing (PC/COT Std. Dtl. 105)	FED	L.F.	\$19.38	774	\$15,000.12	774	\$15,000.12	0	\$0.00	0	\$0.00	0	\$0.00

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\$9,974,990.20

BID AMOUNT

\$9,974,990.20

TOTAL AMOUNT

ADJ CONTRACT

\$1,935,085.81

ACCUM PAY AMT.

TOTAL TO DATE

\$113,647.90

CURRENT

\$1,821,437.91

PREVIOUS

\$0.00

\$193,508.58

\$11,364.79

\$182,143.79



PROCUREMENT

130 W. CONGRESS STREET, 3RD FLOOR • MAIL STOP: DT-AB3-126 • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-8161 • FAX (520) 222-1484

Via Email (BKrumm@azdot.gov)

November 5, 2014

Ms. Vivien Lattibeaudiere, Ph.D., Manager
Arizona Department of Transportation
1135 N. 22nd Ave., MD 154A
Phoenix, AZ 85009

Subject: Magee Road Improvements: La Canada Drive to Oracle Road – DBE Substitution Request

Ms. Lattibeaudiere,

On October 28, 2014, Pima County proposed a meeting with ADOT BECO this week to discuss the contents of your letter of October 24, 2014 and to advise next steps with Select Development & Construction, Inc. on the above-referenced project. We have been advised that scheduling constraints do not permit a meeting to occur until the first or second week of December. Due to the serious allegations contained in your letter, we thought it prudent to offer the following comments in response:

Pima County's September 25 (not October 2) response to ADOT's September 16 letter (attached):

- PCDOT was first made aware of payment concerns by Blue Diamond via email in May 2014, and alerted all involved including ADOT BECO who responded via email that they were aware of the concerns.
- Payment issues between Select and Blue Diamond were documented via communications between Blue Diamond and Select. See attached June 11, 2014 email from Blue Diamond to Select confirming its intent to continue working on the projects with Select. In addition, Pima County received an email from Select Development stating that they had checks available to be picked up by Blue Diamond for the Magee Project. Although there were still non-payment issues between the parties it appeared that a resolution was in place.
- Pima County continued to provide oversight and seek information concerning payment to all subcontractors including Blue Diamond.
- When Pima County became aware that Blue Diamond was no longer the DBE firm working on the Magee project, PCDOT requested that Select Development provide explanation and submit appropriate documentation concerning the disputes between Select and Blue Diamond.

- On August 28, 2014, when requested information from Select was not provided and a DBE firm was not working on the project, Pima County withheld sanctions equal to the value of the DBE goal (2.48% of the contract amount or \$247,380).
- At the time of the September 25 letter, Pima County was aware that proper documentation had not been provided to ADOT BECO for review as it was still waiting for Select to comply with the demands for information. Pima County assured ADOT BECO that it would continue to aggressively enforce the DBE contract provisions with Select.

Pima County's October 15 response to ADOT's October 2 letter (attached):

- At ADOT BECO's request, Pima County provided a detailed explanation concerning the dispute between Select and Blue Diamond and the actions taken by Pima County on the Magee project, the facts surrounding the non-payment issues between Select and Blue Diamond and the provisions related to termination / substitution of Blue Diamond.
- PCDOT Inspector's daily diaries were provided identifying the days the DBE contractor was not working on the project.
- The Payment Questionnaire for Blue Diamond was provided.
- Pima County also provided the facts surrounding the substitution of the DBE contractor due to a contractor's license issue on the Valencia Road project (SS87501C).
- Additionally, BECO states that the County failed to investigate whether Blue Diamond's termination was the result of bad faith or discrimination and challenges our observation that "there was neither evidence nor allegation of bad faith or discriminatory action sufficient to require an inquiry" based on Blue Diamond's unsupported claim to the contrary. In the very next sentence, however, BECO also observes there have been claims from "numerous other subcontractors" without acknowledging this is much more symptomatic of a prime contractor in financial trouble than bad faith or discrimination directed at any particular subcontractor or supplier. We balanced this evidence in making our assessment.

Pima County agrees that Select Development did not properly comply with the contract specifications and the federal DBE provisions regarding replacement/substitution of a DBE (49 CFR 26.53). Pima County is also concerned about Select's failure to properly allocate the necessary resources toward completion of the Work by the scheduled completion date and its inability to timely pay subcontractors and suppliers for completed work. As a result, Pima County issued a ten (10) day cure notice to Select on November 3, 2014 placing them on formal notice that it is in default of its Contract with Pima County according to Article XV(B) (see attached).

In closing, Pima County maintains that it has provided adequate oversight and due diligence throughout this project. Pima County has been self-certified to undertake Federal-aid projects since 1995 and has successfully completed 25 capital improvement projects during that timeframe, totaling \$46,120,000 (\$29,236,000 Federal Funds, \$16,884,000 Other Sources).

Please be assured that Pima County will continue to undertake all actions necessary to complete this project and fulfill all federally funded project requirements. However, based upon the seriousness of the assertions contained in your letter, we must meet as soon as possible. Delaying our request to meet until December to discuss the critical concerns identified in your letter and the actions we are currently taking, as well as ADOT BECO's expectations, is not in the best interest of ADOT, FHWA or Pima County. We therefore request that a meeting be scheduled the week of November 17. Your assistance in accommodating our request is appreciated.

Sincerely,



Terri L. Spencer, C.P.M.
Division Manager, SBE/Vendor Relations, Contracts Administration, Admin Services

Electronic cc:

Dallas Hammit, ADOT
L. Patrick Stone, ADOT
Barham Dariush, ADOT
Susan E. Anderson, ADOT
Trent Kelso, ADOT
Jodi Rooney, ADOT
Beverly Krumm, ADOT
Roderick Lane, ADOT
Paul O'Brien, ADOT
Natalie Clark, ADOT
Lisa Neie, FHWA
Sharon Gordon, FHWA

C.H. Huckelberry, Pima County Administrator
John Bernal, PC Public Works
Priscilla Cornelio, PCDOT
Ana Olivares, PCDOT
Rick Ellis, P.E., PCDOT
Thomas Kilargis, PCDOT
L. G. Widugiris, PC Procurement
John Carter, PC Procurement
Mark Koskiniemi, PC Procurement
Anthony Schiavone, PC Procurement



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, FLOOR 10, TUCSON, AZ 85701-1317
(520) 724-8661 FAX (520) 724-8171

C.H. HUCKELBERRY
County Administrator

November 5, 2014

John Halikowski, Director
Arizona Department of Transportation
206 S. 17th Avenue
Phoenix, Arizona 85007-3213

Re: Arizona Department of Transportation Business Engagement and Compliance Office (BECO) October 24, 2014 Letter Regarding the Magee Road: La Canada to Oracle Project

Dear Mr. Halikowski:

Enclosed is Pima County's response to the October 24, 2014 letter from the Arizona Department of Transportation's (ADOT's) BECO regarding a Pima County federal aid project. The BECO letter asserts that Pima County has failed in its duties to adequately oversee the contractor's compliance with Disadvantaged Business Enterprise (DBE) provisions. Furthermore, BECO mentions the consequences of federal funding de-obligation and ineligibility for additional federal funding.

Pima County disagrees with the assertion of noncompliance with our responsibilities as project sponsor, and our response letter identifies actions that have been taken since May of this year. Furthermore, the ADOT BECO was made aware of the emerging issues with a DBE subcontractor at that time, and the ADOT BECO confirmed they were aware of these concerns.

Pima County continues to diligently pursue corrective action in this matter; and most recently, on November 3, 2014, we issued a 10-day cure notice to the contractor.

Mr. John Halikowski

Re: Arizona Department of Transportation BECO October 24, 2014 Letter Regarding the
Magee Road: La Canada to Oracle Project

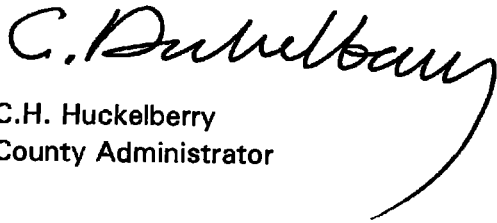
November 5, 2014

Page 2

Given the serious nature of ADOT's concerns as stated in the BECO's October 24 letter, which we believe are unfounded, we must ask for prompt and regular communications with your staff until this matter is resolved. We are also requesting a meeting be held during the week of November 17, 2014 to discuss our response.

I would appreciate the confirmation of a meeting date at your earliest convenience.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/mjk

Attachments

- c: John Bernal, Deputy County Administrator for Public Works
Priscilla Cornelio, Director, Department of Transportation
Ana Olivares, Deputy Director, Department of Transportation
George Widugiris, Director, Procurement Department
Terri Spencer, SBE/Vendor Relations Manager, Procurement Department



DEPARTMENT OF TRANSPORTATION
201 NORTH STONE AVENUE, FOURTH FLOOR
TUCSON, ARIZONA 85701-1207

PRISCILLA S. CORNELIO, P. E.
DIRECTOR

(520) 724-6410
FAX (520) 724-6439

November 3, 2014

Mr. Brandon Neal, Vice President
Select Development and Construction, Inc.
5401 S. Arcadia Ave.
Tucson, AZ 85706

Via Hand Delivery and E-mail

Project: W.O. 4MRLCO~Magee Rd. Improvements: La Cañada Dr. to Oracle Rd. (S.R. 77)
Federal ID #: STP-PPM-0(209)D
TRACS#: 0000 PM PPM SS693 01C

RE: Notice to Cure

Mr. Neal:

This is a follow up to the Pima County Department of Transportation (PCDOT) letter dated October 7, 2014 (attached) regarding the Select Development and Construction, Inc. (Select) Critical Path Schedule (CPM) identified as August 10, 2014 dated September 17, 2014 and received by PCDOT on September 16, 2014 (CPM update). This letter further addresses Select's Pay Application No. 13 for the Magee project. (Attached)

In its October 7, 2014 letter, PCDOT clearly stated that it does not concur with Select's CPM update and considers it incomplete as it failed to meet the contract requirements. Additionally, Select was advised to review PCDOT's comments, make corrective action, and resubmit the CPM update within ten (10) days from date of the letter. The CPM update resubmittal, including a formal response to PCDOT's letter, was due on October 17, 2014; however, Select has not responded as required.

We also note that the Work is substantially behind schedule. Per your latest Pay Application #13, the actual percentage completion is 19.4%. As of the date of that application, 242 days, 79.1%, of the 306 working days (300 specified in contract plus 6 extension days) allotted to Select to complete the Work had elapsed. As of the date of the attached Pay Application, Select had only 64 working days left to complete 80.6% of the Work and still has not articulated a plan to complete construction within the time required.

Given Select's continuing failure to allocate the necessary resources toward completion of the Work let alone completion by the scheduled completion date, it appears to the County that Select has neither the intention nor the ability to comply with the terms of the Agreement.

Mr. Brandon Neal, Vice President

RE: Notice to Cure

November 3, 2014

Page 2

Finally, it has come to the County's attention that subcontractors and suppliers are not being timely paid for work completed. Select's failure to pay Jensen Precast for work installed undermined its ability to obtain box culverts for continued project work, and the County is aware that Select failed to promptly pay other subcontractors such as Blue Diamond and Roadsafe Traffic Systems.

Select Development is hereby placed on formal notice that it is in default of its Contract with Pima County according to Article XV (B) – Termination of Contract for Default, which states:
The occurrence of any of the following shall constitute an event of default:

1. Abandonment of or refusal or failure 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;
- .
- .
5. Failure to make prompt payment to subcontractors or suppliers for material or labor.

Select has ten (10) business days from receipt of this notice to cure all defaults outlined above. Specifically, (1) Select must prepare and submit an updated CPM that complies with the contract standards; (2) the updated CPM must show, by providing full resource allocation information, how Select intends to complete the Work within the time allocated by the Contract; and (3) Select must submit proof that all subcontractors and suppliers have been paid for work completed and materials provided. Should Select fail to cure these defaults within ten (10) business days Pima County will take all necessary actions to protect its position including, but not limited to, termination of the Contract.

In view of this notice of default and the deficiencies noted herein and in the documents referenced herein, Pima County will not release any funds until Select cures its defaults. Pima County instead anticipates that the amounts withheld will be required to pay the expenses it reasonably expects to incur to complete the project in any reasonable time frame.

Sincerely,



Priscilla S. Cornelio, P.E.
Director

PSC:AVS:dg

Attachments

c: John Bernal, Public Works County Administrator
Ana Olivares, PCDOT
Roderick Lane, ADOT
Natalie Clark, ADOT

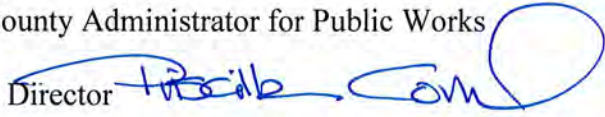
ATTACHMENT 7



MEMORANDUM

DATE: November 12, 2014

TO: John M. Bernal, Deputy County Administrator for Public Works

FROM: Priscilla S. Cornelio, P.E., Director 

SUBJECT: **La Cañada – PSOMAS Contract**

This memorandum is in response to your request for additional information regarding the use of PSOMAS construction administration services on the La Cañada River to Ina project.

On November 17, 2009 Pima County contracted with PSOMAS, CT #16-04-P-142553, to provide Construction Surveillance and Inspection Services for the Department of Transportation (DOT). This contract, with the one-year extensions, would expire in November 2012. Attachment 1 is a copy of the contract with the Scope of Work.

In November 2011, due to the lack of internal staffing, DOT selected PSOMAS to provide construction Surveillance and Inspection Services for the La Cañada – River to Ina Project, under the direction of DOT Field Engineering. At that time, DOT Field Engineering had an extensive workload with other RTA major projects including La Cholla: Magee to Overton, Cortaro Farms Road/Magee: Thornydale to Mona Lisa, and Cortaro Farms Road/Magee: Mona Lisa to La Cañada. In addition, DOT Field Engineering was also working on several small intersection, bicycle and pedestrian projects.

An award was made on 2/7/12 to Select Development for construction of the La Cañada project. Select's contract term began 2/20/12.

In November 2012, Pima County amended the contract, MA-PO-DNC000006, Amendment #4, increasing the funding by \$1.5 million and extending the contract through May 30, 2015. (Attachment 2).

In November 2012, Pima County created a Master Agreement, MA-PO-13**0209, with AECOM, URS, and CEI, to provide Construction Surveillance and Inspection Services for DOT Capital Improvement Projects. PSOMAS was not selected. (Attachment 3)

In September 2013, PSOMAS' remaining balance on the La Cañada contract was \$524,093.86. In November 2013, it was determined that a reduction in PSOMAS staffing was necessary to meet budget capacity constraints on the relevant PSOMAS contract for work on the project. PSOMAS staffing was reduced to a Resident Engineer and Office Administrator.

At that time, (November 2013) a transition plan was set in place to start December 2, 2013. PSOMAS Resident Engineer would remain in place with full authority for project decisions and new staff would report to him. DOT engages AECOM for inspection services under the above-mentioned Master Agreement. Since a new construction surveillance contract was in place and PSOMAS was not one of the three contracted, DOT Field Engineering did not feel it was fair to increase their contract amount and not utilize one of the new consultants.

In December 2013, DOT estimated a balance of \$260,000.00 remaining in the PSOMAS contract. It was determined that there would be enough money to keep the Resident Engineer and the Office Administrator on the project through June 2014.

In April 2014, PSOMAS Resident Engineer leaves the project and resigns from PSOMAS. DOT Field Engineering resumes direct duties on the project.

Currently, only the PSOMAS Office Administrator is working on La Cañada. URS is now conducting surveillance activities.

As you know now, the contractor for this project has extended the completion date past June 2014. Work is now divided between PSOMAS (Office Admin), AECOM (Inspectors), and URS (Inspector Supervisor), all under the direction of DOT Field Engineering.

Attachment 4 is a list of PSOMAS invoice totals for this project.

PSC:AO:dg

Attachments

c: Charles Wesselhoft, County Attorney
George Widugiris, Procurement Department
Ana Olivares, Deputy Director for Infrastructure
Rick Ellis, Transportation Engineering Division Manager
Thomas J. Kilargis, Field Engineering Division Manager
Anthony Schiavone, Contracts Officer

PIMA COUNTY DEPARTMENT OF TRANSPORTATION		
PROJECT:	Construction Surveillance and Inspection Services for Transportation Capital Improvement Projects	CONTRACT
CONSULTANT:	PSOMAS 800 E. Wetmore Road, Suite 110 Tucson, AZ 85719	NO. 16-04-P-142553-1109
AMOUNT:	\$1,500,000.00	AMENDMENT NO. _____
FUNDING:	Transportation Special Revenue Fund	This number must appear on all invoices, correspondence and documents pertaining to this contract.

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY; and PSOMAS, hereinafter called CONSULTANT.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT licensed in the State of Arizona and qualified to provide Construction Surveillance and Inspection Services; and

WHEREAS, CONSULTANT is willing to provide such services; and

WHEREAS, in response to COUNTY SFQ #1000094 for Construction Surveillance and Inspection Services for Transportation Capital Improvement Projects, CONSULTANT submitted a proposal most advantageous to COUNTY.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I - TERM AND EXTENSION/RENEWAL

This Contract, as approved by the Board of Supervisors on October 13, 2009 shall commence on November 16, 2009, and shall terminate on November 15, 2010, unless sooner terminated or further extended pursuant to the provisions of this Contract.

The COUNTY shall have the option to renew the contract for up to two (2) additional one-year terms. Any modification to the Contract shall be by formal written amendment executed by the parties hereto.

ARTICLE II - SCOPE

CONSULTANT agrees to provide Construction Surveillance and Inspection Services for the COUNTY as described in Appendix 'A', an attachment to this contract.

CONSULTANT shall perform services in accordance with the terms of the Contract and in compliance with applicable standards of professional care. In the event any provision of this contract is inconsistent with those of any other document, the contract provisions will prevail.

Amendments and changes to the Scope must be approved by the Procurement Director or the Board of Supervisors, as required by the Pima County Procurement Code, before the work under the amendment commences.

ARTICLE III - PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT as follows: The total of all payments to CONSULTANT under this Contract shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00). CONSULTANT'S fees and method of compensation shall be based on an Hourly Not to Exceed, method in accordance with provisions described in **Appendix 'B' – Compensation Fee Schedule (6 pages)**, an attachment to this Contract.

Additional Services specified in **Appendix 'B'** are services that are within the scope of this Contract, but are not included within the original fee proposal and shall be invoiced at the rates incorporated into this Contract as **Appendix 'B'**. COUNTY may add additional services throughout the term of the Contract by providing notice in writing to CONSULTANT. Hourly rates and all other rates included under this Contract shall remain fixed throughout the term of the contract. The COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

COUNTY is initiating a new purchase order system that will be linked to this contract for accounting purposes only. CONSULTANT must cite the Purchase Order Number issued by COUNTY on all invoices. The pre-printed terms and conditions on the purchase order form do not apply to work performed under this Contract, which is to be governed by the terms of this Contract and all attached and referenced documents.

All invoices shall 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 Work for which those costs were incurred. The time accounting information should be sufficient to show the worker and hours worked by day for the period covered by the invoice. Subconsultant charges shall be supported by appropriate documentation with each separate invoice submitted.

Direct Costs incurred by the CONSULTANT in the performance of services directly relating to the tasks in this contract shall be billed at cost. Direct costs shall include the following:

- a. Printing of project plan sheets as blueines.
- b. Reproduction costs identifiable as being applicable to the printing of reports, photostating, or by a technique of lithography, printing and binding.
- c. Costs associated with the delivery of plan sheets and reports to the COUNTY.
- d. Reproduction costs as incurred from the COUNTY that are needed for project development and data gathering.
- e. Travel expenses outside Tucson metropolitan area.

Each Direct Cost, exceeding \$100.00 in an invoice, shall be accompanied by backup documentation.

For the period of record retention required under Article XVI, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor by setoff or otherwise for payments determined to be improper or contrary to the contract or law.

CONSULTANT shall not perform work in excess of the Contract Amount without prior authorization by an amendment executed by COUNTY. Work performed in excess of the Contract Amount without prior authorization by amendment shall be at CONSULTANT'S own risk.

ARTICLE IV - INSURANCE

CONSULTANT shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

1. Commercial General Liability - \$1,000,000

2. Comprehensive Automobile Liability - \$1,000,000 Combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage
3. Professional Liability - \$1,000,000
4. If required by law, statutory Workers' Compensation including Employers Liability Coverage

Insurance must be from carriers acceptable to COUNTY. CONSULTANT shall provide COUNTY with certificates of insurance for all required insurance. Commercial General Liability shall endorse Pima County and Regional Transportation Authority as an "Additional Insured". All certificates must provide for a 30 day advance notice to the COUNTY of any modification, material change, non-renewal or cancellation.

Throughout the term of the Contract, CONSULTANT shall submit updated insurance certificates and endorsements annually to COUNTY within thirty (30) days of the policy renewal date. The renewal certificates shall be sent to the Pima County Department of Transportation, Administration Financial Management, 201 N. Stone, 7th Floor, Tucson, AZ 85701.

ARTICLE V - INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY and the RTA, their respective officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any omission, fault or negligence by the CONTRACTOR, its agents, employees, subcontractors, or anyone under its direction or control or on its behalf in connection with performance of this Contract. This obligation shall survive termination or expiration of this Contract. The obligations under this Article shall not extend to the negligence of the COUNTY or the RTA.

ARTICLE VI - COMPLIANCE WITH LAWS

The CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but do not require an amendment.

ARTICLE VII - INDEPENDENT CONTRACTOR

The status of the CONSULTANT shall be that of an independent CONSULTANT and CONSULTANT shall not be considered an employee of Pima County and shall not be entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT shall be responsible for program development and operation without supervision by COUNTY.

ARTICLE VIII - 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 shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE IX - ASSIGNMENT

CONSULTANT shall not assign its rights to this Contract in whole or in part, without prior written approval of the COUNTY. Assignment may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE X - NON-DISCRIMINATION

CONSULTANT will not discriminate against any COUNTY employee, client or any other individual in any way involved with the COUNTY, because of race, age, creed, color, religion, sex, disability or national origin in the course of carrying out CONSULTANT duties pursuant to this Contract. CONSULTANT agrees to comply with the provisions of Arizona Executive Order 75-5, as amended by Executive Order 99-4, which is hereby incorporated into this contract by reference, as if set forth in full.

ARTICLE XI - AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so could result in the termination of this Agreement.

ARTICLE XII - AUTHORITY TO CONTRACT

CONSULTANT warrants its right and power to enter into this Contract. If any Court or administrative agency determines that COUNTY does not have authority to enter into this Contract, COUNTY shall not be liable to CONSULTANT or any third party by reason of such determination or by any reason of this Contract.

ARTICLE XIII - FULL AND COMPLETE PERFORMANCE

The failure of either party to insist on one or more upon the full and complete performance with any of the terms or conditions of this Contract to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as 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 the sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.

ARTICLE XIV - 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 and made part of this Contract by reference.

ARTICLE XV - OWNERSHIP OF DOCUMENTS

All information, data, studies, reports, patents, copyrights, and plans prepared or obtained by the CONSULTANT for the purpose of performing this Contract, shall become the property of the COUNTY. Further, it is expressly understood that the COUNTY has exclusive control of all information developed from report(s). No information, maps, data, studies, reports, patents, copyrights, calculations or plans shall be released to any party without the specific written authorization of the COUNTY.

ARTICLE XVI - BOOKS AND RECORDS

CONSULTANT shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY.

In addition, CONSULTANT shall retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

ARTICLE XVII - TERMINATION FOR CONVENIENCE

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 fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Contract is terminated by COUNTY as provided herein, CONSULTANT shall be paid an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Contract within 10 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 shall be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
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;
 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;
 3. Refusal or failure to remedy defective or deficient work within a reasonable time;
 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;
 5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
 6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
 7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
 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.
- C. In the event of a termination for default:
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 shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;

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
 3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONSULTANT shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.
- D. The Contract will not be terminated for default nor the CONSULTANT charged with damages under this Article, if—
1. Excepting item (8) in paragraph B 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—
 - i. Acts of God or of the public enemy;
 - ii. Acts of the COUNTY in either its sovereign or contractual capacity;
 - iii. Acts of another Contractor in the performance of a contract with the COUNTY;
 - iv. Fires;
 - v. Floods;
 - vi. Epidemics;
 - vii. Quarantine restrictions;
 - viii. Strikes;
 - ix. Freight embargoes;
 - x. Unusually severe weather; or
 - xi. Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and
 2. The CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined 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 the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE XIX - 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 shall have no further obligation to CONSULTANT, other than for services rendered prior to termination.

ARTICLE XX - NOTICES

Any Notice required or permitted to be given under this Contract shall be in writing and shall be served by personal delivery or by certified mail upon the other party as follows:

COUNTY: Priscilla S. Cornelio, P.E. – Director
Pima County Department of Transportation
201 North Stone Avenue – 4TH Floor
Tucson, AZ 85701
Phone: 520-740-6340
Fax: 520-838-7347

CONSULTANT: Matt Clark, Vice President
PSOMAS
800 E. Wetmore Road, Suite 110
Tucson, AZ 85719
Phone: 520-292.2300
Fax: 520- 292-1290

ARTICLE XXI - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

ARTICLE XXII - SEVERABILITY

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

ARTICLE XXIII - PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(G) 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.

Any records 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.

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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONSULTANT shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXIV – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby 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 shall further ensure that each subcontractor who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have the right at any time to inspect the books and records of CONSULTANT and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONSULTANT'S or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be 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 subcontractor, and the subcontract is suspended or terminated as a result, CONSULTANT shall be required to 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 subcontractor, (subject to COUNTY approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT shall advise each subcontractor of COUNTY'S rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONSULTANT. In the event that remedial action under this Article 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 shall be deemed excusable delay for which CONSULTANT shall be entitled to an extension of time, but not costs.

ARTICLE XXV – SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONSULTANT hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONSULTANT may result in action up to and including termination of this contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK

ARTICLE XXVI – ENTIRE AGREEMENT

This document constitutes the entire Contract between the parties and shall not be modified, amended, altered or changed except through a written amendment signed by the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY



Chair, Board of Supervisors

NOV 17 2009

Date

ATTEST



Clerk of the Board

NOV 17 2009

Date

APPROVED AS TO FORM

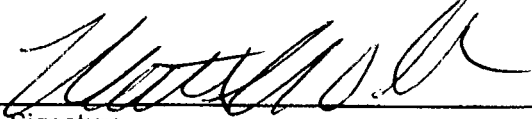


Deputy County Attorney

Nov. 10, 2009

Date

CONSULTANT



Signature

MATTHEW D. CLARK VP

Name and Title (Please Print)

11/17/09

Date

APPENDIX 'A'

SCOPE OF SERVICES

Consultant shall provide Construction Surveillance and Inspection Services for a variety of Pima County Department of Transportation roadway construction projects in the Tucson metropolitan area, including Green Valley.

The scope of work includes the provision of a Project Inspection Supervisor/Manager or Supervisors/Managers to supervise crews of inspectors and the provision of an inspection crew of up to four Project inspectors at any given time with various skill levels (technicians, lead inspector, project supervisor) to conduct construction surveillance, and the inspection, sampling, testing and documenting of construction activities.

The Supervisor/Manager must have at least five years of experience in the supervision and management of inspection staff of up to eight people, contract administration and field issue resolution, and possess an engineering background. The supervisor will work under the direction of the Pima County Department of Transportation Field Engineering Division Manager.

The inspectors must have at least 2 years of experience in sampling, testing, and documenting construction and be certified by the American Concrete Institute and the Arizona Technical Testing Institute. The inspectors will work under the direction of either Pima County staff or the Consultant's Inspection Supervisor/Manager.

Typical Construction Surveillance/Inspection Services may include, but are not limited to:

- Performance of all levels of construction inspections, materials sampling and testing in accordance with Pima County/City of Tucson Standard Specifications and Details, current edition;
- Performance of surveillance of construction work on a daily basis or as directed by the COUNTY;
- Maintenance of detailed daily logs and records showing the type, amount and location of work performed by construction contractors under contract with the COUNTY;
- Construction administration services such as measuring work and approving pay applications.
- Provision of advisory services to the COUNTY regarding compliance of construction activities with construction plans and specifications;
- Maintenance of accurate records regarding redlined plans and specifications and other field notes sufficient for the purpose of COUNTY staff to prepare as-built drawings;
- Liaison on behalf of COUNTY with contractors;
- Provision of all necessary clothing, safety equipment, vehicles and any other equipment to the CONSULTANT'S personnel that are necessary for performance of CONSULTANT'S above duties;
- Provision of other related services as required by the COUNTY.

The anticipated projects in need of services under this contract are as follows. This list is not all inclusive; projects may be dropped or added at any time. Future estimates beyond 2010 may vary significantly:

Project ID	Project Name	Estimated Construction Value	Estimated Start Date of Construction
4RTCCI	La Cañada Drive: Ina Road to Calle Concordia	\$22.6M - \$24.5M	October 2009
4SRCRA	Sunrise Drive: Craycroft Road to Kolb Road.	\$10.1M-\$10.9M	October 2009
4LCITR	La Cholla Blvd: River Road. To Ruthrauff Road.	~ \$16.5M	January 2010
4TVCHH	Tanque Verde Road: Catalina Hwy to Houghton Road.	~ \$11M	January 2010
4KRAWB	Kinney Road: Ajo Way to Bopp Road	~ \$13.5M	Spring 2010
4RTMLI	Magee Rd./Cortaro Farms Rd: Mona Lisa to La Cañada (Stage 1)	~ \$28M	2011
4LCRRI	La Cañada Drive: Ina Road to River Road	~ \$27M	2012
4RTVMW	Valencia Road: Mark Road to Wade Road	~\$7.5M	2012
4MRLCO	Magee Road: La Cañada Drive to Oracle Road.	~ \$12.5M	2013

APPENDIX 'B' - COMPENSATION FEE SCHEDULE

Psomas

Job Title	Hourly Rate	Overtime Rate (40+ hrs)
Senior Project Manager	\$169.82	\$169.82
Resident Engineer	\$121.15	\$121.15
Inspection Supervisor/Manager	\$103.91	\$131.91
Senior Inspector	\$89.00	\$111.78
Construction Inspector II	\$77.00	\$95.58
Construction Inspector I / Technician	\$63.00	\$76.68
Sub-Consultant – PBS&J		
Resident Engineer	\$166.50	\$166.50
Inspection Supervisor/Manager	\$103.26	\$134.24
Senior Inspector	\$90.13	\$117.17
Construction Inspector II	\$79.65	\$103.55
Construction Inspector / Technician	\$69.86	\$90.82
Sub-Consultant – Structural Grace, Inc.		
Resident Engineer	\$146.15	\$146.15
Inspection Supervisor/Manager	\$102.90	\$126.40
Senior Inspector	\$88.50	\$108.50
Construction Inspector II	\$67.88	\$82.87
Construction Inspector / Technician	\$55.77	\$67.81
RA Alcala' and Associates		
Senior Electrical Engineer	\$129.87	N/A
Electrical Inspector III	\$64.36	\$79.21
Electrical Inspector II	\$58.40	\$71.88
Electrical Inspector I	\$56.02	\$68.95
Construction Technician	\$58.40	\$71.88
ATL Inc.		
Project Manager	\$84.00	\$84.00
Inspection Supervisor/Manager	\$79.00	\$98.00
Construction Inspector	\$62.00	\$89.00
Technician	\$52.00	\$75.00
Fee Schedule for Laboratory Tests and Services per Attachment 1		

November 9, 2009

APPENDIX 'B' - COMPENSATION FEE SCHEDULE

Psomas

Attachment 1 – Fee Schedule for Laboratory Tests and Services – ATL Inc.

CONCRETE

Concrete Cores (Each) (Compressive Strength-includes Saw-Cut ASTM C-42, C-39)	\$ <u>22.00</u>
Concrete Mix Design (Trial Batch Method)	\$ <u>995.00</u>
Concrete Mix Design (Review)	\$ <u>662.00</u>
Soil – Cement Mix Design (Each) (3 Cement Contents Only – ASTM D-2901)	\$ <u>995.00</u>
Concrete Cylinders (Each) (Compressive Strength – ASTM C-39)	\$ <u>12.00</u>
Concrete Cylinders – Hold (Each) (Compressive Strength)	\$ <u>4.50</u>
Flexural Beam Testing – Break Only (Each) (ASTM C-31)	\$ <u>28.00</u>
Grout & Mortar Cube (Each) (Compressive Strength – ASTM C-109)	\$ <u>18.00</u>
Masonry Prisms - Ungrouted (Each) (Compressive Strength – 8" x 16" x 16" – ASTM C-140)	\$ <u>55.00</u>
Masonry Prisms - Grouted (Each) (Compressive Strength – 8" x 16" x 16" – ASTM C-140)	\$ <u>66.00</u>
Masonry Prisms - Ungrouted (Each) (Compressive Strength – 12" x 16" x 16" – ASTM C-140)	\$ <u>99.00</u>
Masonry Prisms - Grouted (Each) (Compressive Strength – 12" x 16" x 16" – ASTM C-140)	\$ <u>138.00</u>

AGGREGATE / SOIL

Sieve Analysis (Each) (Washed - ASTM C-136)	\$ <u>50.00</u>
Sieve Analysis, Clayey Material (Each) (Washed - ASTM C-136)	\$ <u>99.00</u>
200 Sieve Analysis (Each)	\$ <u>66.00</u>
Aggregate Unit Weight (Each) (Rodded Weight - ASTM C-29)	\$ <u>44.00</u>
Specific Gravities / Absorption – Coarse (Each) (ASTM C-127)	\$ <u>50.00</u>
Specific Gravities / Absorption – Fine (Each) (ASTM C-123)	\$ <u>66.00</u>
Sand Equivalent Test (Each) (ASTM D-2419)	\$ <u>72.00</u>
Plasticity Index (Each) (ASTM D-424)	\$ <u>50.00</u>
Liquid Limits (Each) (ASTM D-423)	\$ <u>50.00</u>
Standard Proctor (Each) (ASTM D-698)	\$ <u>105.00</u>
Modified Proctor (Each) (ASTM D-1557)	\$ <u>115.00</u>
Uncompacted Voids of Fine Aggregate (Each) (Without Specific Gravity – TP-33)	\$ <u>83.00</u>
Flat and Elongated Particles (Each) (ASTM D-4791)	\$ <u>83.00</u>
Flakiness Index (Each)	\$ <u>77.00</u>
LA Abrasion (Each) (ASTM C-131)	\$ <u>110.00</u>

AGGREGATE / SOIL

Fractured Faces (Each) (ARIZ 212-D)	\$ 61.00
Sodium/Sulfate Soundness (per screen) (ASTM C-88)	\$ 44.00
Hydrometer Analysis (Each) (ASTM D-422)	\$ 110.00
Clay Lumps / Friable Faces (Each) (Coarse or Fine - ASTM C-142)	\$ 94.00
Consolidation (Each) (Loading in increments w/two rebounds – ASTM D-2435)	\$ 165.00
Swell / Collapse (Each)	\$ 66.00
Aggregate Durability Test (Each) (Coarse)	\$ 110.00
Aggregate Durability Test (Each) (Fine)	\$ 88.00
In – Situ Moisture Content (Each) (AASHTO T-220, ASTM C-566)	\$ 11.00
R-Value (Set) (AASHTO T-190, ASTM D-2844)	\$ 250.00
Visual Classification (Each)	\$ 16.00
Splitting of Test Samples (Each)	\$ 33.00
Permeability (Each)	\$ 138.00
Percolation Test (Each)	\$ 1,700.00

ASPHALT

Mix Design, 4 Points (Each)	\$ 1,220.00
Superpave Mix Design	\$ 3,860.00
Lab Mixing & Compacting for Marshall Plugs (Hourly) (ASTM D-1559)	\$ 60.00
Marshall Stability & Flow (Set of 3) (ASTM D-1559)	\$ 83.00
Marshall Density Tests (Set of 3) (ASTM D-1186)	\$ 83.00
Immersion Compression (Set of 6)	\$ 265.00
Max. Theoretical Specific Gravity (Each) (ASTM D-2041)	\$ 50.00
Field Core Density/Thickness (Each) (NEV T-366A)	\$ 22.00
Bitumen/Grading (Each) (ASTM D-136)	\$ 105.00
Viscosity Kinematic (Each)	\$ 88.00
Thin Film Oven Test (Each)	\$ 110.00
Compact Marshall Plugs (Set of 3)	\$ 60.65
Oil Solubility in TCE (Each)	\$ 55.00
Flash Point, Clev or Tag (Each)	\$ 83.00
Penetration (Each)	\$ 50.00
Ductility (Each)	\$ 66.00
Viscosity, Absolute (Each)	\$ 88.00
Ignition Oven – Asphalt Cement Content (Each)	\$ 77.00

ASPHALT

Ignition Oven - Gradation (Each)	\$ <u>83.00</u>
Ignition Oven - Calibration (Each)	\$ <u>275.00</u>
Moisture Determination (Each)	\$ <u>28.00</u>
Marshall Compaction, Unit Weight, Stability, & Flow (Each)	\$ <u>110.00</u>
Gyratory Compaction, Unit Weight (Each).....	\$ <u>28.00</u>
Rice Test (Each)	\$ <u>55.00</u>
Bulk Specific Gravity of Compaction Cores (Each)	\$ <u>33.00</u>
Nuclear Gauge Determination - Calibration (Each)	\$ <u>280.00</u>
Nuclear Gauge Determination – Asphalt Cement Content (Each)	\$ <u>55.00</u>
Cold Feed Gradation (Each)	\$ <u>83.00</u>

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

11/12/2009

PRODUCER

Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Zurich American Ins. Co.

INSURER B: American Zurich Insurance Company

INSURER C: ACE American Insurance Company

INSURER D:

INSURER E:

INSURED

PSOMAS
555 South Flower Street, Suite 4400
Los Angeles CA 90071

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLO916014502	10/15/2009	10/15/2010	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> Contractual				PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> BFPD, XCU				GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY	BAP916015202	10/15/2009	10/15/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC916014202	10/15/2009	10/15/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$1,000,000
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
					E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	OTHER Professional Liability	G23638381001	10/15/2009	10/15/2010	Per Claim	\$1,000,000
					Annual Aggregate	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

General Liability policy excludes claims arising out of the performance of professional services. Independent Contractors Included.

7PIM090401

Construction Surveillance and Inspection Services

1000094

PIMA COUNTY AND RTA are additional insured as respects to General Liability as required by written contract.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10 Day notice for Non-Paymnt of Prem

Pima County Department of Transportation
Administration Financial Management
201 N. Stone Ave., 7th Floor
Tucson CA 85701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



PROCUREMENT DEPARTMENT

DESIGN & CONSTRUCTION DIVISION • 130 W. CONGRESS STREET, 3RD FLOOR • TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 740-3731 • FAX (520) 243-4434

INSURANCE CARRIER VERIFIES PIMA COUNTY AND RTA ARE NAMED AS
ADDITIONAL INSURED TO THE COMPREHENSIVE COMMERCIAL GENERAL
LIABILITY POLICY REFERENCED BELOW, THE COUNTY AND RTA BEING ADDED
BY ENDORSEMENT TO THE POLICY.

PSOMAS
Insured Firm

GL0916014502

Policy Number

Zurich American Ins. Co. _____
Insurance Carrier

Roxanne Sowul

Roxanne Sowul

Authorized Carrier Signature

Printed Name

11-12-09
Date of Signature

NOTE: This document must be included with Insurance Certificates at time of signing
contract or renewing contract.

PIMA COUNTY DEPARTMENT OF TRANSPORTATION	
PROJECT NAME:	Construction Surveillance and Inspection Services for Transportation Capital Improvement Projects.
CONSULTANT:	PSOMAS 800 E. Wetmore Road, Suite 110 Tucson, AZ 85719
CONTRACT NO.:	MA-PO-DNC0000006
AMENDMENT NO.:	Four (4)
FUNDING:	RTA Funds

CONTRACT	
NO. <u>MA-PO-DNC 0000006</u>	
AMENDMENT NO. <u>04</u>	
This number must appear on all invoices, correspondence and documents pertaining to this contract.	

CONTRACT TERM: 11/16/09 - 11/15/10	ORIGINAL CONTRACT AMOUNT:	\$ 1,500,000.00
TERMINATION PRIOR AMENDMENT: 11/15/12	PRIOR AMENDMENTS:	\$ -
TERMINATION THIS AMENDMENT: 05/30/15	AMOUNT THIS AMENDMENT:	\$ 1,500,000.00
	REVISED CONTRACT AMOUNT:	\$ 3,000,000.00

CONTRACT AMENDMENT NO. 4

WHEREAS, COUNTY and CONSULTANT entered into a Contract for services, as referenced above; and

WHEREAS, COUNTY implemented these services through a solicitation for qualifications and subsequent award by the Board of Supervisors to assist COUNTY staff in meeting construction administration workload demands with regard to Regional Transportation Authority (RTA) projects; and

WHEREAS, under this contract the CONSULTANT is providing all construction administration services on the La Canada, Ina Road to River Road project (the "Project") as assigned on November 25, 2011 under Pima County Delivery Order Number 28645, as showed in Appendix C; and

WHEREAS, construction administration services for the Project will be necessary through May of 2015; and

WHEREAS, this Contract set to expire on November 15, 2012; and

WHEREAS, CONSULTANT has agreed to continue to provide construction administration services for the Project at the rates established in this Contract; and

WHEREAS, additional funding will be necessary to provide payment for the continuation of these services;

NOW, THEREFORE, it is agreed as follows:

1. CHANGE ARTICLE I - TERM AND EXTENSION/RENEWAL, as previously amended in Amendment Three:

FROM: "This Contract, as approved by the Board of Supervisors on October 13, 2009 shall commence on November 16, 2009, and shall terminate on November 15, 2012, unless sooner terminated or further extended pursuant to the provisions of this Contract.

TO: "This Contract, as approved by the Board of Supervisors on October 13, 2009, shall commence on November 16, 2009 and shall terminate on May 30, 2015, unless sooner terminated or further extended pursuant to the provisions of this Contract.

2. ADD to the first sentence of paragraph one of **ARTICLE II - SCOPE** the following sentence: CONSULTANT acknowledges that Amendment 4 to this Contract provides additional funding and time exclusively dedicated for the completion of the La Canada, River Road to Ina Road Project.

2

3. CHANGE the first sentence of paragraph one of ARTICLE III - PAYMENT :

From: "In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT as follows: The total of all payments to CONSULTANT under this Contract shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00)."

To: "In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT as follows: The total of all payments to CONSULTANT under this Contract shall not exceed Three Million Dollars (\$3,000,000.00)."

4. REPLACE Exhibit B with the attached Exhibit B-1 (1 page), which adds the rates for Field Office Administrator.

5. ADD the attached Appendix C (2 pages).

The effective date of this Amendment shall be November 13, 2012.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.


IN WITNESS WHEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY:


Chair, Board of Supervisors

NOV 13 2012
Date


CONSULTANT:


Signature


MATTHEW D. CLARK V.P.
Name and Title (Please Print)

10/25/12
Date

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Deputy County Attorney

HAL GILBREATH
Name (Please Print)

10.25.12
Date

Exhibit B-1 Compensation Fee Schedule

Psomas

Job Title	Hourly Rate	Overtime Rate (40+ hrs)
Senior Project Manager	\$169.82	\$169.82
Resident Engineer	\$121.16	\$121.16
Inspection Supervisor/Manager	\$103.91	\$131.91
Senior Inspector	\$89.00	\$111.78
Construction Inspector II	\$77.00	\$95.58
Construction Inspector I / Technician	\$63.00	\$76.68
Field Office Administrator	\$36.00	\$48.60
Administration	\$90.00	-
Sub-Consultant - PBS&J		
Resident Engineer	\$166.50	\$166.50
Inspection Supervisor/Manager	\$103.26	\$134.24
Senior Inspector	\$90.13	\$117.17
Construction Inspector II	\$79.65	\$103.55
Construction Inspector / Technician	\$69.86	\$90.82
Sub-Consultant - Structural Grace, Inc.		
Resident Engineer	\$146.15	\$146.15
Inspection Supervisor/Manager	\$102.90	\$126.40
Senior Inspector	\$88.60	\$108.50
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Construction Inspector / Technician	\$55.77	\$67.81
RA Alcalá and Associates		
Senior Electrical Engineer	\$129.87	N/A
Electrical Inspector III	\$64.38	\$79.21
Electrical Inspector II	\$58.40	\$71.88
Electrical Inspector I	\$55.02	\$68.95
Construction Technician	\$58.40	\$71.88
ATL Inc.		
Project Manager	\$84.00	\$84.00
Inspection Supervisor/Manager	\$79.00	\$98.00
Construction Inspector	\$62.00	\$89.00
Technician	\$52.00	\$75.00

APPENDIX C

DELIVERY ORDER

PIMA COUNTY, ARIZONA

PLEASE REFERENCE THIS DO NUMBER ON ALL INVOICES

THIS ORDER INCLUDES ALL TERMS, CONDITIONS, AND REQUIREMENTS DEFINED BY THE REFERENCED MASTER AGREEMENT

DO No: 1200000000000028545

DO Version: 1

MA No: DNC000006

Page: 1 of 2

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H
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PIMA COUNTY DEPARTMENT OF
TRANSPORTATION - FIELD ENGINEERING
ADMIN

PW-PR-DOTFE-1313
1313 S MISSION RD BLDG 11
TUCSON AZ 85713

Requested By: ANTHONY SCHIAVONE

Dept: TR Phone: 520 740 2827

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PIMA COUNTY FINANCE & RISK
MANAGEMENT - ACCOUNTS PAYABLE

PO BOX 791
TUCSON AZ 85701

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PSOMAS INC
PSOMAS
PO BOX 51463

LOS ANGELES CA 90051-5763

Contact: MATT CLARK, PE

Phone: 520-292-2300

Email: astevens@psomes.com

Terms: 0.0000 %

Days: 14

Issued By: ANTHONY SCHIAVONE

Issued Phone: 5207402827

Issued Email: Anthony.Schiavone@dot.pima.gov

Issued Date: 10-24-12

DO Description

Peomas La Canada: River to Ina 4LCCRI

DO Extended Description

Total: \$100,000.00

FOB: FOB Dest, Freight Prepaid

Shipping: Vendor Method

Delivery: STANDARD GROUND

Modification Reason

This Delivery Order incorporates the attached documents, and by reference all Instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.

Number of Attachments: 0

Attachment Names:



DELIVERY ORDER DETAILS

DO No: 1200000000000028645

DO Version: 1

MA No: DNC0000006

Page: 2 of 2

Line	Description	Line Subtotal	Due Date
1	4LCCR: La Canada River to Ina	\$100,000.00	
	Service Contract Amt (Not-To-Exceed)		
	\$100000.00	Service From 11-25-2011	Service To 11-15-2012

PIMA COUNTY DEPARTMENT OF TRANSPORTATION

PROJECT Master Agreement for Construction Surveillance & Inspection Services for Transportation Capital Improvement Projects

CONSULTANTS AECOM Technical Services, Inc.
Consultant Engineering, Inc.
URS Corporation

AMOUNT \$4,500,000.00

FUNDING Various Funds

CONTRACT
NO. MA-PO-1300000000000209
AMENDMENT NO. _____
This number must appear on all invoices, correspondence and documents pertaining to this contract.

THIS AGREEMENT is entered into between Pima County, a body politic and corporate of the State of Arizona, hereinafter called COUNTY, and AECOM Technical Services, Inc., Consultant Engineering, Inc., and URS Corporation, hereinafter called CONSULTANT in the singular, CONSULTANTS in the plural, and all collectively, including COUNTY, referred to as "the Parties."

MASTER AGREEMENT

WHEREAS, COUNTY has a need to establish a Master Agreement ("Agreement") with three (3) consultants for Construction Surveillance & Inspection Services for Transportation Capital Improvement Projects; and

WHEREAS, COUNTY therefore conducted a competitive qualifications-based procurement for these services under Solicitation No.55366; and

WHEREAS, based on an evaluation of the respondents' representations of their qualifications and necessary due diligence, COUNTY selected the three (3) CONSULTANTS; and

WHEREAS, at their regularly scheduled meeting on October 9, 2012, the Board authorized award to the CONSULTANTS, pending successful negotiation of fees and required Agreement terms; and

WHEREAS, COUNTY and CONSULTANTS have agreed to fees, and the CONSULTANTS agree to be bound by and adhere to the requirements of this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I - BASIC TERMS

This Master Agreement (Agreement) shall commence on November 16, 2012 and shall terminate on November 15, 2013, unless sooner terminated or further extended pursuant to the provisions of this Agreement. This Agreement establishes the terms under which the CONSULTANTS will be assigned and perform tasks and projects under this Agreement. COUNTY, at its sole discretion, may extend up to four (4) additional one-year terms or add funding to this Agreement at any time without the approval or consent of the CONSULTANTS

Individual Delivery Orders (DO) will be issued to the selected CONSULTANT to perform the work. Each DO will be an independent contract that will incorporate and be subject to the terms of this Agreement. The terms "DO" and "Contract" are used interchangeably in this Agreement.

ARTICLE II - SCOPE OF SERVICES

CONSULTANT shall provide for COUNTY all labor, materials and equipment necessary to complete the work

2

identified in individual Delivery Orders awarded to CONSULTANT under this Agreement. The scope of work under this Agreement is more fully set forth in **APPENDIX A: SCOPE OF SERVICES** attached to this Agreement. All work shall be done per specifications called for in Delivery Orders and this Agreement including all other incorporated documents, all made a part hereof. In the event any provision of this Agreement is inconsistent with those of any other document, the Agreement provisions will prevail.

ARTICLE III - COMPENSATION AND PAYMENT

CONSULTANT'S fees and method of compensation shall be based on an Hourly Not to Exceed Basis or other method mutually agreeable to both parties at the time services are requested in accordance with provisions described in **APPENDIX B: COMPENSATION SCHEDULE**, attached to this Agreement.

Hourly rates and all other rates included under this Contract shall remain fixed throughout the term of the contract. COUNTY may consider adjustments to rates in connection with any extensions of the contract term.

All invoices shall 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 Delivery Order for which those costs were incurred. The time accounting information should be sufficient to show the worker and hours worked by day for the period covered by the invoice. Subconsultant charges shall be supported by appropriate documentation with each separate invoice submitted. All invoices must reference the COUNTY Delivery Order number.

For the period of record retention required under Article XXII – BOOKS AND RECORDS, COUNTY reserves the right to question any payment made under this article and to require reimbursement therefor, by setoff or otherwise, for payments determined to be improper or contrary to the Agreement or law.

ARTICLE IV - INSURANCE

CONSULTANT shall obtain and maintain at its own expense, during the entire term of this Master Agreement the following type(s) and amounts of insurance:

- Commercial General Liability - \$1,000,000
- Comprehensive Automobile Liability - \$1,000,000 Combined single limit, or \$1,000,000 bodily injury and \$1,000,000 property damage
- Professional Liability - \$1,000,000
- If required by law, Statutory Workers' Compensation including Employer's Liability.

Insurance must be from carriers acceptable to COUNTY. CONSULTANT shall provide COUNTY with certificates of insurance for all required insurance. Commercial General Liability shall endorse Pima County and Regional Transportation Authority (RTA) as an "Additional Insured". All certificates must provide for a 30 day advance notice to the COUNTY of any modification, material change, non-renewal or cancellation.

Throughout the term of the Contract, CONSULTANT shall submit updated insurance certificates and endorsements annually to COUNTY within thirty (30) days of the policy renewal date. The renewal certificates shall be sent to the Pima County Department of Transportation, Administration Financial Management, 201 N. Stone, 7th Floor, Tucson, AZ 85701.

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources.

ARTICLE V – INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless COUNTY, the RTA, their respective officers, employees and agents from and against any and all suits, actions, legal

administrative proceedings, claims or demands and costs attendant thereto, arising out of any omission, fault or negligence by the CONSULTANT, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. This obligation shall survive termination or expiration of this Contract. The obligations under this Article shall not extend to the negligence of the COUNTY, the RTA, or their respective agents, employees or indemnitees.

ARTICLE VI – COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract shall be brought in Superior Court in Pima County. Any changes in the governing laws, rules, and regulations during the term of this Contract shall apply, but do not require an amendment.

ARTICLE VII – STATUS OF CONSULTANT

The status of the CONSULTANT shall be that of an independent contractor and CONSULTANT shall not be considered an employee of COUNTY and shall not be entitled to receive any of the fringe benefits associated with regular employment, and will not be subject to the provisions of the merit system. CONSULTANT will be responsible for payment of all Federal, State and Local taxes associated with the compensation received by CONSULTANT from COUNTY. CONSULTANT shall be responsible for program development and operation without supervision by COUNTY.

ARTICLE VIII – CONSULTANT'S PERFORMANCE

CONSULTANT shall perform the work in accordance with the terms of the contract and with the degree of care and skill required of any similarly situated Arizona registrant. CONSULTANT shall 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 shall obtain the approval of COUNTY.

CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by CONSULTANT under this Agreement. Without additional compensation, CONSULTANT shall correct or revise any errors, omission, or other deficiencies in all products of its efforts and other services provided. This shall include 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 Agreement, regardless of COUNTY having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to COUNTY.

ARTICLE IX – NON-WAIVER

The failure of COUNTY to insist in any one or more instance upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof shall not be construed as 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 shall not be construed as an accord and satisfaction.

ARTICLE X – 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 shall create any obligation on the part of COUNTY to pay or see to the payment of any money due any SUBCONSULTANT, except as may be required by law.

ARTICLE XI – NON-ASSIGNMENT

CONSULTANT shall not assign its rights to this Contract in whole or in part, without prior written approval of the COUNTY. Assignment may be withheld at the sole discretion of the COUNTY, provided that such approval shall not be unreasonably withheld.

ARTICLE XII – NON-DISCRIMINATION

CONSULTANT agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subconsultants**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONSULTANT shall 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.

ARTICLE XIII – AMERICANS WITH DISABILITIES ACT

CONSULTANT shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. If CONSULTANT is carrying out government programs or services on behalf of COUNTY, then CONSULTANT shall maintain accessibility to the program to the same extent and degree that would be required of the COUNTY under 28 CFR Sections 35.130, 35.133, 35.149 through 35.151, 35.160, 35.161 and 35.163. Failure to do so may result in the termination of this Agreement.

ARTICLE XIV – CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to the provisions of A.R.S. §38-511 which provides in pertinent part:

"The state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a CONSULTANT to any other party to the contract with respect to the subject matter of the contract."

ARTICLE XV – TERMINATION OF CONTRACT FOR DEFAULT

- A. Upon a failure by CONSULTANT to cure a default under this Agreement or any DO issued hereunder within 10 days of receipt of notice from COUNTY of the default, COUNTY may, in its sole discretion, terminate this Agreement or any DO issued hereunder 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 shall be liable for any damage to the COUNTY resulting from CONSULTANT's default, including any increased costs incurred by COUNTY in completing the work.
- B. The occurrence of any of the following, without limitation to the named events, shall constitute an event of default:
 - 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;
 - 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;

3. Refusal or failure to remedy defective or deficient work within a reasonable time;
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;
5. Disregard of laws, ordinances, or the instructions of COUNTY or its representatives, or any otherwise substantial violation of any provision of the contract;
6. Performance of work hereunder by personnel that are not qualified or permitted under state law or local law to perform such services;
7. Commission of any act of fraud, misrepresentation, willful misconduct, or intentional breach of any provision of this Contract; or
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.

C. In the event of a termination for default:

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 shall become COUNTY's property and shall be delivered to COUNTY not later than five (5) business days after the effective date of the termination;
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
3. Subject to the immediately preceding subparagraph (2), COUNTY's liability to CONSULTANT shall not exceed the Contract value of work satisfactorily performed prior to the date of termination for which payment has not been previously made.

D. The Contract will not be terminated for default nor the CONSULTANT charged with damages under this Article, if—

1. Excepting item 8 in paragraph B 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—
 - (i) Acts of God or of the public enemy,
 - (ii) Acts of the COUNTY in either its sovereign or contractual capacity,
 - (iii) Acts of another Contractor in the performance of a contract with the COUNTY,
 - (iv) Fires,
 - (v) Floods,
 - (vi) Epidemics,
 - (vii) Quarantine restrictions,
 - (viii) Strikes,
 - (ix) Freight embargoes,
 - (x) Unusually severe weather, or
 - (xi) Delays of subcontractors at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both CONSULTANT and the subcontractor(s); and

2. The CONSULTANT, within seven (7) days from the beginning of any event of default or delay (unless extended by COUNTY), notifies the COUNTY in writing of the cause(s) therefor. In this circumstance, the COUNTY shall ascertain the facts and the extent of the resulting delay. If, in the reasonable judgment of COUNTY, the findings warrant such action, the time for completing the work may be extended.
- E. For the purposes of paragraph A above, "receipt of notice" shall include receipt by hand by CONSULTANT's project manager, by facsimile transmission with notice of receipt, or under the Notices clause of this Contract.
- F. If, after termination of the Contract for default, it is determined 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 the termination had been issued for the convenience of the COUNTY.
- G. The rights and remedies of COUNTY in this Article are cumulative and in addition to any other rights and remedies provided by law or under this contract.

ARTICLE XVI – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Agreement or any DO issued hereunder at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials shall, at the option of the COUNTY, become its property. If the Agreement or any DO issued hereunder is terminated by COUNTY as provided herein, CONSULTANT shall be paid an amount based on the time and expenses incurred by CONSULTANT prior to the termination date, however, no payment shall be allowed for anticipated profit on unperformed services.

ARTICLE XVII – 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 shall have no further obligation to CONSULTANT, other than for services rendered prior to termination.

ARTICLE XVIII – NOTICES

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

COUNTY:

Priscilla S. Cornelio, PE - Director
Pima County Department of Transportation
201 North Stone Avenue – 4th Floor
Tucson, AZ 85701

CONTRACTOR:

As shown in Attachment 1

ARTICLE XIX – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in Solicitation for Qualifications #55366 and on representations and information in the CONSULTANT'S response to said RFQ. 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 shall 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.

ARTICLE XX – REMEDIES

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

ARTICLE XXI – SEVERABILITY

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

ARTICLE XXII – BOOKS AND RECORDS

CONSULTANT shall keep and maintain proper and complete books, records and accounts, which shall be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY or RTA.

CONSULTANT shall retain all records relating to this contract at least five (5) 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.

ARTICLE XXIII – DELAYS

Neither party hereto shall be considered in default in the performance of its obligations hereunder 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.

ARTICLE XXIV – DISPUTES

In the event of a dispute between COUNTY and CONSULTANT 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 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. The Parties shall continue performance of their respective obligations under this Contract notwithstanding the existence of any dispute.

ARTICLE XXV – OWNERSHIP OF DOCUMENTS

All original drawings, field data, estimates, field notes, plans, specifications, documents, reports, calculations, and other information developed by CONSULTANT under this contract shall vest in and become the property of the COUNTY and shall be delivered to COUNTY upon completion or termination of the services, but CONSULTANT may retain and use copies thereof. The 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.

ARTICLE XXVI – PUBLIC INFORMATION

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-604(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.

Any records submitted related to this Contract that respondent reasonably believes constitutes proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL prior to the close of the solicitation.

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 shall release records marked CONFIDENTIAL ten (10) business days after the date of notice to the respondent of the request for release, unless respondent has, within the ten day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release shall not be counted in the time calculation. CONSULTANT shall be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

County shall not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor shall County be in any way financially responsible for any costs associated with securing such an order.

ARTICLE XXVII – LEGAL ARIZONA WORKERS ACT COMPLIANCE

CONSULTANT hereby 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 shall further ensure that each subconsultant who performs any work for CONSULTANT under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY shall have 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.

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, shall be deemed to be 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 shall be required to 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 MWBE preferences apply) as soon as possible so as not to delay project completion.

CONSULTANT shall advise each subconsultant of COUNTY'S rights, and the subconsultant's obligations, under this Article 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 will be deemed to be a material breach of this contract subjecting SUBCONSULTANT to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of CONSULTANT. In the event that remedial action under this Article 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 shall be deemed excusable delay for which CONSULTANT shall be entitled to an extension of time, but not costs.

ARTICLE XXVIII – SCRUTINIZED BUSINESS OPERATIONS

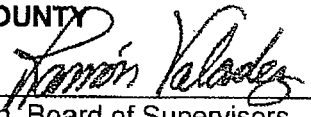
Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONSULTANT hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONSULTANT may result in action up to and including termination of this contract.

ARTICLE XIX – ENTIRE AGREEMENT

This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This contract may be modified, amended, altered or extended only by a written Amendment signed by the parties.

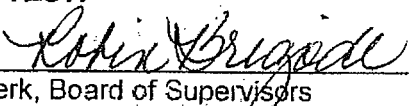
IN WITNESS WHEREOF, the CONTRACTORS have affixed their signatures to the attached Letters of Commitment and the COUNTY has affixed its signatures to this Agreement on the dates written below.

PIMA COUNTY


Chairman, Board of Supervisors

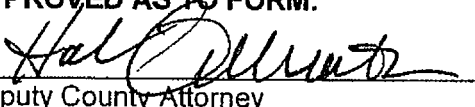
Date OCT 09 2012

ATTEST:


Clerk, Board of Supervisors

Date OCT 09 2012

APPROVED AS TO FORM:


Deputy County Attorney

Date 11/19/12

HAL GILBREATH

Printed Name

PSOMAS' INVOICE TOTALS FOR LA CANADA PROJECT

11-Nov	\$854.19
11-Dec	\$1,273.65
12-Jan	\$11,436.65
12-Feb	\$6,118.24
12-Mar	\$7,587.26
12-Apr	\$22,675.71
12-May	\$78,760.63
12-Jun	\$82,155.98
12-Jul	\$84,023.51
12-Sep	\$89,308.98
12-Oct	\$95,010.59
12-Nov	\$78,689.53
12-Dec	\$94,499.61
13-Jan	\$89,248.02
13-Feb	\$66,488.19
13-Mar	\$86,216.71
13-Apr	\$85,846.16
13-Jun	\$190,527.70
13-Jul	\$90,318.58
13-Aug	\$90,896.76
13-Sep	\$100,995.77
13-Oct	\$81,207.62
13-Nov	\$73,176.98
13-Dec	\$47,909.15
14-Jan	\$29,500.55
14-Feb	\$23,542.00
14-Mar	\$22,684.25
14-Apr	\$19,924.75
14-May	\$20,189.13
14-Jun	\$11,798.05
14-Jul	\$9,865.30
14-Aug	\$12,134.45
14-Sep	\$12,526.20
14-Oct	\$11,610.75
	<hr/>
	\$1,829,001.60


ATTACHMENT 8



MEMORANDUM

DATE: November 10, 2014

TO: C.H. Huckelberry, County Administrator

FROM: Priscilla S. Cornelio, P.E., Director 

SUBJECT: Maricopa County Department of Transportation

Maricopa County (fourth most populous county in the US) has a population of approximately four million people. Per the Maricopa County Department of Transportation (MCDOT) website (<http://www.mcdot.maricopa.gov/about.htm>), MCDOT has 2087 miles of paved roadways that it is responsible for maintaining. Although significant portions of Maricopa County have been annexed by 24 cities and towns plus 5 Indian reservations approximately 75% of it remains unincorporated. In contrast, Pima County is the 44th most populous county in the US with a population of approximately one million, and PCDOT maintains 1854 miles of paved roadway. Both counties are approximately 9200 square miles in area and unincorporated Pima County is nearly 50% of this total. Unincorporated Maricopa County accounts for 20.7% of the State's unincorporated population, compared to Pima County's 25.8% of the State's unincorporated population. Figure 1 displays a map of Arizona Counties.

Table 1 provides a comparison of MCDOT and PCDOT's sizes, populations served, roadway miles maintained and state funding estimated for FY 2015.

Table 1
Maricopa County and Pima County FY 2015 Comparison

County	Total Area (sq. mi.)	Unincorporated Population (people/ proportion of state)	HURF	VLT	Pavement Preservation Budget	Roadway Miles Maintained	\$/Mile	Revenue Capita
Pima	9184	353,264/ 25.8%	\$39,398,807	\$12,063,023	\$ 5,000,000	1854	\$2,697	\$145.8
Maricopa	9224	283,160/ 20.7%	\$95,893,292	\$ 8,412,636	\$15,912,000	2087	\$7,624	\$368.3

HURF distribution to counties is based on two factors, 72% based on the proportion of all reported sales of motor fuel and estimated use fuel in the county compared to the state total and 28% based on the proportion of the population in the unincorporated area of the county compared the unincorporated state population. MCDOT has significantly higher fuel usage and therefore has significantly higher HURF allocation. MCDOT receives more than twice the amount of HURF than PCDOT.

VLT distribution to the counties is based only on the unincorporated population of the county. Therefore, PCDOT receives more VLT than MCDOT.

As shown in Table 1, MCDOT receives approximately \$368.3 in revenues per capita versus Pima County's revenues of \$145.8 per capita. This high level of revenue allows MCDOT to have an aggressive pavement preservation program.

In their adopted FY2015 program, MCDOT is budgeting \$15,912,000 for pavement construction/preservation. This translates to over \$7600 per mile of county road available for maintenance. Their CIP shows that there is a continued investment in pavement preservation of \$3 Million per year in subsequent years.

MCDOT receives additional funding from federal sources, including Congestion Mitigation Air Quality funding, and local funding from the half cent sales tax approved under Proposition 400. Per MCDOT's Transportation Improvement Program Fiscal Years 2014-2018 (<http://www.mcdot.maricopa.gov/technical/tip/tip.htm>), in FY 2015 MCDOT estimates that they will receive an additional \$66,583,664 of funding from sources other than HURF and VLT.

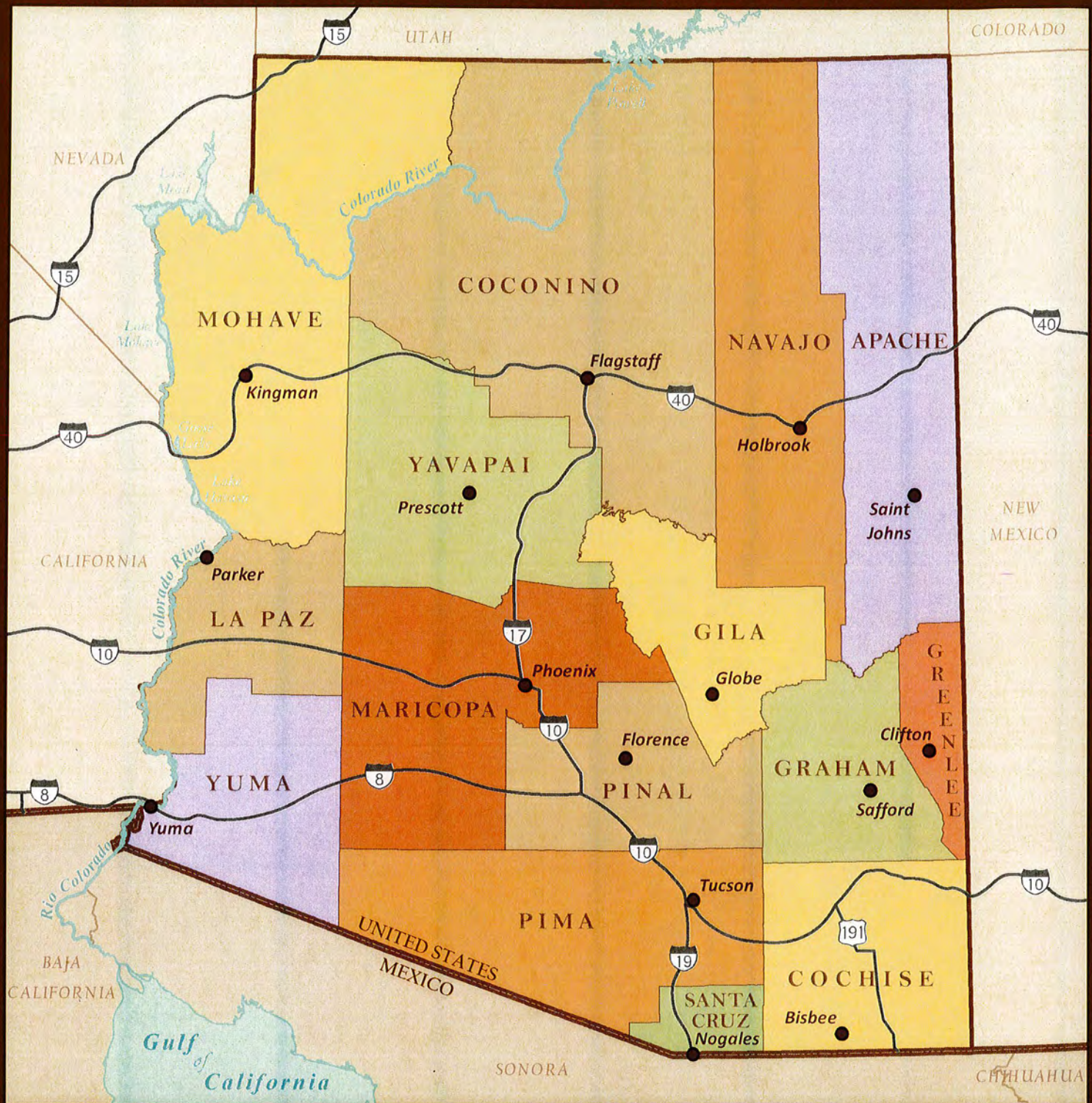
On the MCDOT website in a message from the (former) Director John B. Hauskins, he writes that: "MCDOT's efforts produce recognizable results - 88% of MCDOT's paved roads are rated 'Very Good to Excellent'." This achievement is a result of the fact that MCDOT has only 233 more miles of paved roads than Pima County to maintain but receives more than \$56 Million more in state revenues to fund its maintenance activities.

PSC:dg

Attachment – Figure 1

c: John M. Bernal, Deputy County Administrator
Ana Olivares, Deputy Director
Rick Ellis, Transportation Engineering Division Manager
Sal Caccavale, CIP Advocacy Manager

ARIZONA COUNTIES *and* COUNTY SEATS



POPULATION AS RECORDED BY THE 2010 UNITED STATES CENSUS*

APACHE Saint John's	71,518 3,480	GREENLEE Clifton	8,437 3,311	PIMA Tucson	980,263 520,116
COCHISE Bisbee	131,346 5,575	LA PAZ Parker	20,489 3,083	PINAL Florence	375,770 25,536
COCONINO Flagstaff	134,421 65,870	MARICOPA Phoenix	3,817,117 1,445,632	SANTA CRUZ Nogales	47,420 20,837
GILA Globe	53,597 7,532	MOHAVE Kingman	200,186 28,068	YAVAPAI Prescott	211,033 39,843
GRAHAM Safford	37,220 9,566	NAVAJO Holbrook	107,449 5,053	YUMA Yuma	195,751 93,064



* As of March 10, 2011.
Arizona total = 6,392,017

ATTACHMENT 9



How should we fund Pima County's road maintenance?

THE PROBLEM

Pima County has inadequate revenue from gas taxes and transportation fees to pay for annual pavement preservation and to overcome the current maintenance deficit of 1,400 miles of unincorporated county roads rated as fair, poor or failed.

The roads can't fix themselves and the county doesn't have a magic wand. It requires money. The county can continue to wait for the state to provide adequate transportation funding while the roads get worse and the problem gets bigger and more expensive, or it can take matters into its own hands.



Reasons for the Inadequate Revenue

2

1. INADEQUATE STATE GAS TAX

Arizona has not raised its gas tax in 23 years despite Arizona's population increasing by 81 percent and the number of vehicle miles travelled on Arizona roads increasing 71 percent over that time. The current gas tax has a purchasing power that is half what it was in 1991, meaning it takes twice as much money in 2014 to purchase what could be purchased in 1990.



We're driving more miles but buying less gas. Because the gas tax is per gallon, the revenue generated is not enough to keep up with the wear and tear caused by miles driven and weathering.

71%

Increase in vehicle miles travelled in Arizona 1990-2013
35 billion to 60 billion

Source: USDOT

52%

Increase in motor gasoline purchased in Arizona 1990-2012
1.7 billion to 2.5 billion

Source: USDOE

Between 1960 and 1990 the state's population nearly tripled and the Legislature raised the gas tax 9 times to keep up with infrastructure expansions needed for that population increase. In the 23 years since the gas tax was last raised, the state's population has nearly doubled, yet the Legislature has provided no extra funds for the infrastructure improvements needed to serve that population increase.

180% 9

Increase in Arizona population 1960-1990
1.3 million to 3.65 million

Source: U.S. Census

Number of times the Arizona Legislature increased the gas tax between 1963 and 1991

Source: Arizona Treasurer

81%

Increase in Arizona population 1990-2013

Source: U.S. Census

0

Number of times the Arizona Legislature increased the state gas tax between 1992 and 2014

Source: Arizona Treasurer

Reasons for the Inadequate Revenue

3

2. INADEQUATE FUNDING METHOD

The state gas tax, irrespective of its lack of increase, is proving an ineffective funding source as vehicle gas mileage drastically improves. Today's drivers are buying less and less gas for the same amount of miles driven. While the wear and tear caused by those miles remains constant, the revenue derived from the fuel purchases for those miles is steadily diminishing.



Cars need less and less gas to drive the same miles and will continue to use less gas over the next 20 years, but the gas tax is per gallon, so the revenue generated from each fill up is increasingly insufficient to cover the cost of the vehicle miles driven.

20%

Improvement in average light duty vehicle gas mileage
2005-2013

19.84 mpg to 23.64 mpg

Source: US Bureau of Transportation Statistics

46%

Improvement in average passenger car gas mileage
1990-2012

24.3 mpg to 35.6 mpg

Source: US BTS

There are two issues, the roads that need repairing, and the roads that need annual maintenance to keep from needing repair. There isn't any money for either from the gas tax and transfers from the general fund are unfair and unsustainable.

1,378

Miles of unincorporated county roads rated fair, poor or failed. Estimated cost to repair those roads - **\$264 million**

\$8

million

Annual cost of routine maintenance (pothole filling, crack sealing, etc.) of unincorporated county roads

\$0

Remaining available state gas tax funds for pavement preservation after routine maintenance and other M&O costs paid for

\$5

million

Current transfer from the county's general fund, from property taxes, for pavement preservation Source: PCDOT

Reasons for the Inadequate Revenue

3. VOTER-APPROVED DEBT REPAYMENTS

In 1997, County voters approved borrowing \$350 million against future gas tax and transportation fee revenues to pay for 57 road improvement projects in the county. The county sold the bonds in \$50 million to \$60 million increments every few years as the projects were phased in over the course of 20 years. More than 80 percent have been completed and, of the remainder, most are under way and will be completed in the next few years. The debt payments will continue through at least 2030 but will substantially decrease from about \$15 million a year to \$5 million a year or less in 2024.



Of the money the county gets from the state gas tax, nearly a third of it goes to pay off 1997 bond funds. Those bonds won't be fully paid off for at least 10 years, meaning it will be at least until then before funds are available to start maintaining the roads. In the meantime, the current good roads will get worse and the cost to repair them all could double or triple.

\$350_{million}

Amount voters approved in 1997 to build new or bigger roads by borrowing against state gas tax and transportation fee revenues

2024

Estimated year the county will no longer need to divert between \$10 and \$16 million a year in HURF funds to pay off 1997 bonds

Source: Pima County

Possible Solutions

Until the county pays off enough of the 1997 debt, the county does not have enough transportation funding to pay for annual roads maintenance and/or also overcome the \$264 million maintenance deficit. More transportation funding in addition to state gas tax and transportation fees is necessary.

Funding solutions out of the County's control:

Most of the best options for adding additional transportation funding are out of the county's control. Almost all of them involve action by the state Legislature, such as an increase in the gas tax or authority for counties and municipalities to levy their own gas taxes. Chances of the Legislature providing more roads funding in the next two years are negligible. Other solutions involve both legislative action and action by voters, such as authority to reapportion Regional Transportation Authority sales tax revenue for road maintenance. Both are unlikely.

Additional Funding in the County's Control

- **Impose a Countywide transportation property tax**

Requires only a majority vote of the board. Because it would be imposed countywide, fairness would call for two-thirds of the money raised be given to the municipalities, leaving too little money left over to pay for annual roads maintenance and fix the \$264 million deficit.

- **Impose a Countywide transportation half-cent sales tax**

Requires unanimous vote of the board. Would be imposed countywide. Such a tax is estimated to generate about \$60 million annually. Fairness could possibly be achieved by half used to pay for unincorporated county road maintenance and repair, and the other half used to offset a decrease in the county primary property tax. Or the other half could be distributed to the municipalities.

Read Our Report

Pima County Administrator Chuck Huckelberry, with the assistance of county Public Works, Transportation and Budget officials, has prepared a report that explains in greater detail the road-maintenance funding problems and possible solutions. You can read the report by [clicking on this link](#), or by going to www.pima.gov and clicking on the County Administrator's link, then the View Memoranda link.

We Want to Hear From You

What do you think the county should do? If the state's not going to help us solve our road funding troubles, then we have to do it ourselves. We want to hear from the public so that we can make the best possible decision with the broadest possible support.

You can contact any of these County Administrators

County Administrator Chuck Huckelberry, chuck.huckelberry@pima.gov

Deputy County Administrator (Public Works) John Bernal, john.bernal@pima.gov

County Transportation Department Director Priscilla Cornelio, priscilla.cornelio@pima.gov

Or you can contact any of the County Supervisors

District 1: Ally Miller, (520) 724-2738, District1@pima.gov

District 2: Ramón Valadez, (520) 724-8126, District2@pima.gov

District 3: Sharon Bronson (Board Chair), (520) 724-8051, District3@pima.gov

District 4: Ray Carroll, (520) 724-8094, District4@pima.gov

District 5: Richard Elías, (520) 724-8126, District5@pima.gov