



MEMORANDUM

Date: January 9, 2015

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator 

Re: **Board of Supervisors January 13, 2015 Agenda – Consent Calendar Item 2**

This item pertains to the award of a contract for design services to PSOMAS, Inc. for a roadway project on Cortaro Farms Road: Camino de Oeste to Thornydale Road. A December 22, 2014 memorandum from the Director, Department of Transportation, is posted with the agenda item material.

Supervisor Miller has posed three questions to the Department of Transportation (DOT), and these questions have been addressed in the attached January 8, 2015 memorandum from DOT Director Priscilla Cornelio.

The specific citation of Arizona Revised Statutes Title 34-606 in the original agenda material relates to the statutory authorization for awarding a contract without employing a competitive process for the selection of a contracted firm. The January 8 DOT memorandum fully explains the rationale for employing the original design firm to update the design for this project.

CHH/mjk

Attachment

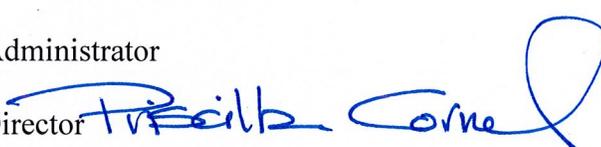
c: John Bernal, Deputy County Administrator for Public Works
Priscilla Cornelio, Director, Department of Transportation



MEMORANDUM

DATE: January 8, 2015

TO: C.H. Huckelberry, County Administrator

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

SUBJECT: Cortaro Farms Road; Camino de Oeste to Thornydale; Award of PSOMAS Contract and Follow-up Questions from District 1

As you are aware, the contract award to PSOMAS for the above mentioned project is scheduled for approval by the Board of Supervisors at the January 13, 2015 meeting. We have received the following inquiries from the District 1 Supervisor's office, and want to respond with the following information:

1. Can you please provide a copy of the proposed contract CT-TR-15***297?

Response: A copy of the contract is attached.

2. If Urban HURF is only providing 12.6% of the funding, who is providing the remainder of it? At what percentages?

Response: "Urban HURF 12.6%" is the nomenclature used for the regional funds that are being utilized for this project. The project is 100% funded using these regional funds.

3. Why is this project considered an emergency?

ARS Title 34-606. Emergency procurements

Notwithstanding any other provision of this title, an agent may make or authorize others to make emergency procurements of architect services, construction-manager-at-risk construction services, design-bid-build construction services, design-build construction services, engineer services, job-order-contracting construction services, landscape architect services, assayer services, geologist services or land surveying services if a threat to the public health, welfare or safety exists or if a situation exists that makes compliance with this title impracticable, unnecessary or contrary to the public interest, except that these emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the

C.H. Huckelberry, County Administrator

**Subject: Cortaro Farms Road; Camino de Oeste to Thornydale; Award of PSOMAS
Contract and Follow-up Questions from District 1**

January 8, 2015

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basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Response: The project is not considered an emergency. However, this provision includes language which states; “.....or if a situation exists that makes compliance with this title impracticable, unnecessary or contrary to the public interest.....”. Since PSOMAS' project background, familiarity and knowledge will allow the remaining update efforts and coordination activities to proceed with greater productivity, greater efficiency, quicker response times, and overall less cost than what would be associated with selection of a new firm, the use of this ARS title provision is appropriate.

If you need any further information regarding this matter please let me know.

PSC:RE:dg

Attachment

c: John M. Bernal, Deputy County Administrator
Ana Olivares, Deputy Director for Infrastructure
Rick Ellis, Transportation Engineering Division Manager

PIMA COUNTY DEPARTMENT OF TRANSPORTATION		
PROJECT:	Cortaro Farms: Camino de Oeste to Thornydale Road	
CONSULTANT:	PSOMAS 333 E WETMORE ROAD, SUITE 450 Tucson, AZ 85705	
AMOUNT:	\$609,635.06	
FUNDING:	Urban HURF 12.6% Funds	(STAMP HERE)

CONSULTANT 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, INC., hereinafter called CONSULTANT, collectively referred to as the Parties.

WITNESSETH

WHEREAS, COUNTY requires the services of a CONSULTANT registered in the State of Arizona and qualified to provide plans, specifications, and estimates for the Cortaro Farms: Camino de Oeste to Thornydale Road Project (Project) ; and

WHEREAS, CONSULTANT is qualified and willing to provide such services; and

WHEREAS, CONSULTANT previously was awarded contracts 16-04-M-127876-0300 for DOT 18 Cortaro Farms Road; I-10 to Thornydale Roadway Engineering Services for Bond Projects, and 16-04-M-140432-1007 for Project Management and Roadway Design Engineering Services for Cortaro Farms Road: Camino De Oeste to Thornydale Road; and

WHEREAS, at the mutual agreement of the Parties, each of these contracts were allowed to expire; and

WHEREAS, due to its past experience and knowledge specific to this area, gained over the course of the prior work, it was determined under the provisions of A.R.S. §34-606 that competition would be impracticable; and

WHEREAS, CONSULTANT agrees to update previous design plans and to perform the work at a price acceptable to COUNTY.

NOW, THEREFORE, in consideration of the foregoing recitals and other valuable and good consideration the parties hereto agree as follows:

ARTICLE I – TERM AND EXTENSION/RENEWAL/CHANGES

This Contract shall commence on January 13, 2015, and shall terminate on June 30, 2018, unless sooner terminated or further extended pursuant to the provisions of this Contract.

COUNTY shall have the option to extend the contract termination date for purposes of project completion. Any modification or extension of the contract termination date shall be by formal written amendment executed by the parties hereto.

ARTICLE II – SCOPE OF SERVICES

CONSULTANT agrees to provide Engineering Services for the COUNTY as described in **APPENDIX A: SCOPE OF WORK** (16 pages), an attachment to this contract.

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

All warranty and indemnification obligations under this contract shall survive expiration or termination of the contract, unless expressly provided otherwise. The Parties agree that any indemnification provision inconsistent with A.R.S. § 34-226, as amended by Laws, 51st Legislature (2013), 1st Regular Session, Ch. 0238, shall, in all cases, not be void, but shall be interpreted and applied as if it were consistent with A.R.S. § 34-226.

ARTICLE III – COMPENSATION AND PAYMENT

In consideration of the services specified in this Contract, the COUNTY agrees to pay CONSULTANT Not To Exceed Six Hundred Nine Thousand, Six Hundred Thirty-five and 6/100 Dollars (\$609,635.06), as established by specific Task Orders to be jointly developed by the CONSULTANT and the COUNTY for the various activities associated with this project, and will include; detailed scope of work activities, time frame for completion, key assumptions, roles and responsibilities, and a not to exceed fee amount. These individual Task Orders will be authorized by the Department of Transportation Director (or designee). No compensation will be made for any work efforts or activities not authorized in this manner. CONSULTANT'S rates shall be as stated in **APPENDIX B: CONSULTANT RATE SCHEDULE** (4 pages), an attachment to this Contract. 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.

Unless otherwise agreed, CONSULTANT shall submit invoices monthly. All invoices shall reference the Contract Number CT-TR-1500000000000000297, and 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.

For the period of record retention required under Article XXII, 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:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) Professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Insurance must be from carriers acceptable to COUNTY. CONSULTANT shall provide COUNTY with certificates of

insurance for all required insurance. Pima County is to be named additional insureds for all operations performed within the scope of the Contract between COUNTY and CONSULTANT. All certificates must provide for a 30 day advance notice of any modification, material change, non-renewal or cancellation.

The CONSULTANT'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 and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, including reasonable attorney's fees and court costs, to the extent caused by any negligent, reckless or intentionally wrongful act or omission of the CONSULTANT, its agents, employees or anyone acting 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 COUNTY, its 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 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 – 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. Approval 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 could 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 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 XVI – TERMINATION FOR CONVENIENCE OF COUNTY

COUNTY may terminate this Contract at any time by giving written notice to CONSULTANT of such termination and specifying the effective date thereof, at least 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 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, P.E. – Director
Pima County Department of Transportation
201 North Stone Avenue – 4TH Floor
Tucson, Arizona 85701
Tel: 520-724-6340
Fax: 520-838-7347

CONSULTANT:

Matthew D. Clark, P.E. - Vice President, Public Works
Psomas, Inc.
3330 E. Wetmore Road, Suite 450
Tucson, AZ 85705
Phone: 520-292-2300
Fax: 520-292-1290

ARTICLE XIX – OTHER DOCUMENTS

CONSULTANT and COUNTY in entering into this Contract have relied upon information provided in the CONSULTANT'S response to a request for fee proposal. 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.

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 be held within one week of the request, unless otherwise agreed. If the dispute is still not resolved after that meeting, then either Party may pursue such remedy or remedies as may be available to them under the laws of the State of Arizona.

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

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

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.

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ARTICLE XXVIII - 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 parties have affixed their signatures to this Contract on the dates written below.

PIMA COUNTY:

CONSULTANT:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

ATTEST:

Date

Clerk of the Board

APPROVED AS TO FORM:

Deputy County Attorney

Name (Please Print)

SCOPE OF WORK

Cortaro Farms Road: Camino de Oeste to Thornydale Road Finalization of Plans, Specifications & Estimates & Post Design Services

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

I. BACKGROUND

Due to growth in the northwest Tucson region, Pima County is proposing to finalize the design and construct the roadway improvements for Cortaro Farms Road between Camino de Oeste and Thornydale Road. Pima County initially started design of this segment of roadway in 2000, with the Town of Marana completing said improvements between I-10 and Camino de Oeste. This project will complete the linkage along the Cortaro Farms Road/Magee Road corridor between I-10 and Oracle Road. The work activities of this contract will be to update the previous design, produce Final Plans, Specifications and Estimates (PS&E) for the project, and provide post design services during the Construction phase of the project

II. PROJECT DESCRIPTION

The overall project consists of widening approximately 1.25 miles of Cortaro Farms Road from two lanes to four lanes of traffic from the intersection of Camino de Oeste to Thornydale Road. The roadway will match into the existing 4-lane section east of Camino de Oeste and west of Thornydale Road. This effort is being pursued to improve safety, reduce congestion, improve operations (with turning lanes to be provided at intersections and cross streets where warranted), increase mobility, and address accessibility/operational issues along Cortaro Farms Road. Other improvements include a raised landscaped median, multi-use lanes, provisions for pedestrians and other uses, landscaped shoulders, and noise mitigation for adjacent areas.

The scope of work for this effort includes the CONSULTANT providing Detailed Design Services using the previously approved design and in accordance with the 2013 Roadway Design Manual as follows:

- Perform Detailed Design services, which will include development of Plans, Specifications & Estimate (PS&E) documents for construction (Initial PS&E and Final PS&E as referenced in the Pima County Roadway Design Manual) and Post-Design Construction phase services for the project.

III. DESIGN CRITERIA

The elements included in the previously approved design along with the 2013 Pima County Roadway Design Manual, and relevant updates, shall be used to provide roadway and drainage design criteria.

V. PROJECT SCHEDULE

The overall project is estimated to be 36 months in duration. The Final Design efforts for the Construction Phase are estimated to be 12 months. Utility relocation efforts will then be completed during the next 6 months, with post design services estimated to occur over the final 18 months of the contract. A detailed project schedule will be developed in accordance with Task 3.2.4.

VI. ITEMS AND SERVICES TO BE FURNISHED BY THE COUNTY

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

VII. ABBREVIATIONS

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

AASHTO	American Association of State Highway and Transportation Officials
ADEQ	Arizona Department of Environmental Quality
ADOT	Arizona Department of Transportation
AGFD	Arizona Game and Fish Department
CE	Categorical Exclusion
Corps	U.S. Army Corps of Engineers
County	Pima County
DCR	Design Concept Report
EAMR	Environmental Assessment and Mitigation Report
EA	Environmental Assessment
EPG	Environmental Planning Group
ESR	Environmentally Sensitive Roadway
ESA	Endangered Species Act
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
IGA	Intergovernmental Agreement
LOS	Level of service
Manual	2013 Pima County Department of Transportation Roadway Design Manual
NEPA	National Environmental Policy Act
NPDES	National Pollutant Discharge Elimination System
Original Plans	100% Submittal, dated March 2003
PAG	Pima Association of Governments
PCDOT	Pima County Department of Transportation
PCOCRHP	Pima County Office of Cultural Resources and Historic Preservation
PCRFC	Pima County Regional Flood Control District
PCRWRD	Pima County Regional Wastewater Reclamation Department
PLSS	Public Land Survey System
PS&E	Plans, specifications, and estimates
RDM	Roadway Design Manual
ROE	Right of Entry
RTA	Regional Transportation Authority
SOQ	Pima County Department of Transportation Solicitation Number 1000585
SWIP	Pima County Southwest Infrastructure Plan
R/W	Right-of-way
TDM	Transportation Demand Management
USFWS	U.S. Fish and Wildlife Service

VIII. PROJECT DOCUMENTATION

The documents listed as "*Deliverables*" in the Work Tasks, Section IX of this scope of work, and other exhibits or presentations for the work covered by this AGREEMENT and associated supplements, if necessary, will be furnished by the CONSULTANT to the County upon completion of the various tasks of work. Whether the documents are submitted in electronic media or in tangible format, any use of the materials on another project or on extensions of this project beyond the use for which they were

intended, or any modification of the materials or conversion of the materials to an alternate system or format will be without liability or legal exposure to the CONSULTANT. The County will assume all risks associated with such use, modifications, or conversions. If the County uses materials other than how they were intended, then the CONSULTANT may remove from the electronic materials delivered to the County, all references to the CONSULTANT's involvement and will retain a tangible copy of the materials delivered to the County, which will govern the interpretation of the materials and the information recorded. Electronic files are considered working files only; the CONSULTANT is not required to maintain electronic files beyond 90 days after the project final billing and makes no warranty as to the viability of electronic files beyond 90 days from date of transmittal.

IX. WORK TASKS

General Assumptions:

1. *The level of effort for each phase and work task is limited to the amount of labor and expenses identified in a Project Budget spreadsheet. Costs are itemized to aid in project tracking purposes only. Upon approval of the County, the budget may be transferred between tasks, provided the total contracted amount is not exceeded. Additional services beyond these limits will be considered Extra Work.*
2. *The PROJECT duration is anticipated to be 36 months for the Final Design and Post Design Services. The CONSULTANT is responsible for meeting deadlines for their tasks and their sub-consultants' tasks only.*
3. *The analyses, design, plans, specifications, and estimate performed or prepared as part of the PROJECT will be in English units. Metric units will not be used on this PROJECT.*
4. *The plans will be prepared in accordance with Pima County design practices and standards as identified on the Pima County DOT website: <http://www.dot.pima.gov/transeng/designstd/>.*
5. *Design plans shall be developed using MicroStation Version 8 (V8) and PCDOT CAD drafting standards. Final plan submittals shall be in electronic (V8) and hardcopy format.*
6. *Survey file submittals (monumentation, horizontal and vertical control, right-of-way plans) shall be in AutoCAD 2002 or AutoCAD 2005 format and MicroStation Version 8 (V8).*
7. *Originals of all project deliverables will be delivered to the County.*
8. *Meeting summaries will be distributed electronically. Hard copies will not be provided.*
9. *Unless specified within individual tasks, an original and 5 copies of each report will be submitted to the County.*

Cortaro Farms Road: Camino de Oeste to Thornydale Road **Finalization of Plans, Specifications & Estimates**

The following tasks are organized and numbered to coincide as closely as possible with Chapter 3, *Design Process*, identified in the 2013 Pima County Roadway Design Manual and updates as they are made available.

TASK 3.1 NOT USED

TASK 3.2 QUALITY CONTROL PLAN AND PROJECT MANAGEMENT

Assumptions:

1. Management resources are provided for up to a 12-month Final PS&E Detailed Design period, followed by 6 months of utility relocation time, with resources beyond 18 months being assumed to be post design services and considered Additional Services.
2. Attendance by CONSULTANT at meetings will be limited to the Project Manager and key task managers. Other team members will attend as required.
3. For estimating purposes, it is assumed that meetings described in Task 3.2.3 will have the following durations, which does not include time for preparation, travel, preparation of meeting summaries, revisions of meeting summaries with County corrections, or distributing the meeting summaries:
 - monthly progress meetings (2 hours);
 - as needed bi-weekly over-the-shoulder review meetings (2 hours)
 - major review meetings (4 hours);
4. The CONSULTANT will be responsible for preparing graphics, handouts, and making arrangements for meetings and for preparing, revising, and distributing meeting summaries.
5. Locations for CAC meetings and public meetings will be arranged by the County. Handouts for CAC and public meetings will be prepared by the County with assistance from the consultant as needed.
6. CONSULTANT's hours for performing quality control shall be billed toward the specific tasks.

Task 3.2.1. Quality Control Plan. Develop a project-specific quality control plan that identifies responsible personnel, technical review, checking procedures, and monitoring process. Submit within 15 days of notice to proceed. The process shall follow the tenets of the PCDOT Interactive Project Development Process. Each major submittal shall include verification of the quality control completed on said submittal.

Deliverables:

- Project-Specific Quality Control Plan.

Task 3.2.2. Project Management. Develop project design by coordinating design efforts. The anticipated management activities are as follows:

- a. Coordinate with stakeholders through all means necessary, including but not limited to, phone, electronically, paper, face-to-face, etc.
- b. Ensure that project team members are communicating and cooperating on project tasks.
- c. Generate and regularly update a project contact list.
- d. Establish and keep updated correspondence files for all correspondence, including electronic, phone, paper, etc.
- e. Manage staff, monitor budget, manage filing, prepare invoices and progress reports.

Deliverables:

- Project Team Contact List.
- Project correspondence
- Monthly invoices for work performed and progress reports

Task 3.2.3. Meetings and Communication. This task involves coordinating meeting times, inviting meeting participants, preparing for meetings, creating an agenda, facilitating meetings, and providing a meeting summary for all meetings. The anticipated design team meetings and activities are as follows:

- a. Conduct monthly meetings with the project design team (up to 12 total). These meetings are assumed to occur at PCDOT. The initial monthly meeting will be a kick-off meeting.
- b. Conduct over-the-shoulder review meetings (between 6 and 12 meetings). These meetings will occur throughout the project in support of the project work products and design plans. They will occur at the CONSULTANT's office or at PCDOT.
- c. Conduct sub-consultant and in-house team meetings (as needed/required).
- d. Conduct major review meetings to discuss issues and responses with the County and the project team (2 total: Initial PS&E and Final PS&E).
- e. Conduct other meetings including but not limited to, design, review, update, internal, external, etc. (as needed/required).
- f. Sub-consultants will attend meetings as requested to discuss issues related to their areas of responsibility.

Deliverables:

- Meeting agendas and displays.
- Meeting summaries and attendance sheets as required.

Task 3.2.4. Schedule. Create a schedule to prepare updates for the Initial PS&E and Final PS&E submittals within 15 days of notice to proceed; update schedule monthly. Track and submit CONSULTANT costs monthly; provide 3 month outlook budget projections updated on a quarterly basis.

Deliverables:

- Schedule for Initial PS&E Design and Final PS&E Design submittals.
- Monthly schedule updates.
- Three month outlook budget projections updated on a quarterly basis.
- Responses to all review comments regarding these deliverables.

TASK 3.2.5. Cost Estimating. CONSULTANT to develop/update Project Construction Cost Estimate that identifies project component costs and cost assumptions within 30 days of notice to proceed. CONSULTANT will update the Cost Estimate at each stage submittal, updating and documenting assumptions and costs for each item, and including contingency information.

Deliverables:

- Cost Estimates for Initial PS&E and Final PS&E submittals, updated for and reviewed as appropriate with workshops/over the shoulder meetings.

TASK 3.3 UTILITY COORDINATION

Assumptions:

1. The PCDOT Project Manager will attend the PCDOT monthly Utility Coordination meetings on an as-needed basis. The CONSULTANT is not required to attend these meetings.
2. Data collected will be consistent with the level of information needed to designate, locate, and map all utilities.
3. It is PCDOT's intent that individual utility companies will pothole their own facilities and provide this information to PCDOT. However, the CONSULTANT will provide resources through a sub-consultant for up to 24 potholes as Additional Services. If additional potholes are needed, their number and location will be identified, and a Contract Modification will be prepared to cover this additional pothole work. Potholing shall not begin until the area has received cultural clearance.
4. PCDOT will provide utility base maps that have been provided to-date from: Pima County Regional Wastewater Reclamation Department, Tucson Water, Metro Water, Tucson Electric Power, Southwest Gas, CenturyLink, and Comcast Cable. The CONSULTANT is required to obtain base maps from other utilities present. If additional research is required by the CONSULTANT to verify and supplement the utility base maps, it will be considered Additional Services.
5. Resources to gather data for utilities is being provided under Task 3.3.1., not Task 3.7.1.
6. It is PCDOT's intent that blue staking of utilities will be provided during design upon request from the County. Resources for surveying Blue Stake information are provided in Task 3.10.4.
7. Subsurface utility designations will be shown on the Utility Sheets.
8. Tucson Water and PCRWRD relocation plans are included in this work. The water and sewer modification plans will be brought to current standards. Should the need for additional water or sewer modifications or changes to the design from the Original Plans be identified, that work will be completed as Additional Services.
9. Consultant shall adhere to Pima County Ordinance 2008-72, Regulations for the Use of Public Right-of-Way.

Task 3.3.1. Data Gathering, Utility Designation, Letter of Acceptance. The CONSULTANT will verify that utility base maps and prior rights documentation are complete for each utility. For consistency, a utility coordinator will be designated to be the main point of contact for all utility coordination work. The CONSULTANT will provide and maintain a file transfer protocol (ftp) site for project and utility information and make it accessible to utilities, County, and project team members.

The CONSULTANT and County will establish a Utility Relocation Date whereby utilities will be required to clear the project of utility impacts identified in *Task 3.3.2 Design Coordination, Utility Impact Identification*. All formal utility correspondence is to be reviewed and approved by the County prior to distribution. The CONSULTANT will initiate and conduct meetings as needed with the (7) known utility franchises within the corridor (PCRWRD, Tucson Water, Metro Water, TEP, SW Gas, CenturyLink, Comcast), and any other utilities present in the corridor. Meetings are assumed to be attended by two CONSULTANT team members and have a duration of 2 hours per meeting (2 hours per attendee), which does not include preparation for the meeting, meeting minutes, or follow-up. Prior to the completion of *Task 3.10.4. Utility and Engineering Support Surveys*, the County will request each utility to mark its facilities, with the CONSULTANT providing the approximate horizontal position on the ground surface and providing electronic files of certified horizontal survey data associated with these ground surface markings and also their above grade facilities, including service connections, all of which being tied to an accepted County control and datum. CONSULTANT shall draft onto the Utility Sheets the certified horizontal survey data and provide COUNTY with a Letter of Acceptance from each utility indicating that the representation of the utility's facilities on the Utility Sheets is accurate. All utilities will be designated, located, and mapped according to ASCE Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02).

Task 3.3.2. Design Coordination, Utility Impact Identification. The CONSULTANT will monitor the project's design for utility impacts, distribute progress design drawings to utilities for review and identification

of utility impacts; and maintain a List of Utility Impacts, said list being available to the County upon request. The CONSULTANT will update the County as necessary on the status of utility activities and notify the County immediately of any utility unable to meet the Utility Relocation Date. Initial PS&E Design Plans will be provided to all utilities for their use, review and comments.

Task 3.3.3. Utility Impact Mitigation. The CONSULTANT will initiate, coordinate and facilitate utility impact meetings with County, utility and appropriate team members to develop mitigation measures acceptable to the County that will clear the project of utility impacts by the Utility Relocation Date. The CONSULTANT will update utilities as to the status of all utility impacts by the Utility Relocation Date. The CONSULTANT will compile a List of Utility Impacts and Approved Mitigation Measures. Resources are also being provided in this task for the Utility Coordinator to attend up to ten (10) individual meetings (1.5 per franchise, 7 franchises, 2 hours per meeting) plus correspondences with all utilities.

Task 3.3.4. Quality Control Review. The CONSULTANT will provide quality control reviews of the deliverables listed below.

Deliverables:

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

TASK 3.4 PUBLIC PARTICIPATION

Assumptions:

1. *Pima County will lead all public participation activities*
2. *Pima County will take the lead in organizing, staffing and preparing for all public meetings.*
3. *Pima County will re-engage the previously formed CAC, including public and member notifications.*
4. *Pima County will facilitate the CAC meetings and distribute meeting agendas and prepare meeting summaries.*
5. *For estimating purposes, it is assumed the (3) CAC meetings will be attended by an average of 3 CONSULTANT task leaders including the project manager, and have an average duration of 2 hours not including preparation and travel time. Sub-consultants will attend as required.*
6. *For estimating purposes, it is assumed that the CONSULTANT staff will prepare for and attend each of the (2) public meetings. PCDOT Staff will prepare for, attend, and produce meeting summaries of public meetings, but not other follow-up tasks.*
7. *Pima County will reproduce and distribute CAC meeting notices, public meeting notices, surveys, and newsletters, including the mailing lists, handling, and postage.*
8. *Pima County will place and pay for public notification advertisements and reproduce and mail surveys.*
9. *Meals or refreshments will not be provided at CAC or public meetings.*
10. *PCDOT will coordinate meeting dates, times, locations, and set-up for all CAC and public meetings, including rental of all meeting facilities and providing insurance.*
11. *PCDOT will place ad announcements in the local newspapers.*

12. PCDOT will develop, establish, and control a project web site and will post public notices and other information provided by the consultant.
13. PCDOT will distribute news releases to appropriate media.
14. PCDOT will distribute government official notifications.
15. PCDOT will be the primary contact for community inquiries and concerns.
16. Pima County will document public meeting activities

Task 3.4.1. Public Participation Plan and kick-off meeting. Pima County will develop and implement the Public Participation Plan for the project. The CONSULTANT will provide as-needed services in support of the Plan. An initial meeting will be held to discuss the approach to the public participation plan and any associated documentation requirements for the project.

Task 3.4.2. Community Advisory Committee Meetings. The CONSULTANT will prepare for and attend approximately three (3) CAC meetings.

Deliverables:

- Displays as needed.

Task 3.4.3. Public Meetings. The CONSULTANT will prepare for and attend approximately two (2) public open houses.

Deliverables:

- Displays as needed.

Task 3.4.4. Quality Control Review. The CONSULTANT will provide quality control reviews of all the deliverables listed in Task 3.4.

TASK 3.5 LOCAL COORDINATION

Assumptions:

1. The project ties into a previously completed Town of Marana project at Camino de Oeste.

Task 3.5.1. Marana Coordination. The CONSULTANT will prepare for and attend up to two (2) meetings with the Town of Marana to coordinate project issues.

TASK 3.6 PUBLIC ART

Assumptions:

1. The artist for this project was previously selected.
2. Resources are being provided assuming that the artist concepts that are to be incorporated into the design plans will be provided to the CONSULTANT in MicroStation V8 or AutoCAD format.

Task 3.6.1. Coordination with Artist. The CONSULTANT will include the project artist on the design team and will coordinate the work of the artist with the overall design of the project. The CONSULTANT will incorporate artist concepts into the design plans.

Task 3.6.2. Quality Control Review. The CONSULTANT will provide quality control reviews of the deliverables listed below.

Deliverables:

- Project Plans will incorporate the artist's concepts.
- Responses to all review comments.

TASK 3.7 DATA GATHERING

Assumptions:

1. Utility data to be gathered under Task 3.3.1.

Task 3.7.1. Gather Existing Information. The CONSULTANT will obtain and review assessor maps, zoning maps, plats, reports, and other publicly available data described in Section 3.7 of the Design Manual for use in updating design plans.

Task 3.7.2. Site Visits During Project Design. The CONSULTANT will visit the site as required to obtain necessary design information.

Task 3.7.3. Update Design Files to Current Versions. The MicroStation and InRoads files used for the Original Plans are no longer compatible with current versions. The CONSULTANT will update the MicroStation and InRoads files to current versions.

Deliverables:

- Data to be incorporated into the updating of the project plans.

TASK 3.8 ENVIRONMENTAL IMPACT SCREENING – N/A

TASK 3.9 LOCATION REPORT

Assumption:

1. A Location Report is not required for this project.

TASK 3.10 SURVEY AND MAPPING

Assumptions:

1. PIMA COUNTY SURVEY will provide Vertical and Horizontal control.
2. The CONSULTANT will coordinate its survey activities with the County. Field surveys will be conducted in conformance with established Arizona Boundary Survey Minimum Standards and Pima County RDM.
3. The Right-of-Way plans will depict the existing and proposed Right-of-Way Lines from Camino de Oeste to Thornydale Road.

Task 3.10.1. Project Administration. The CONSULTANT will attend ten (10) meetings as needed by Project Manager.

Task 3.10.2. Topographic & Planimetric Update. The CONSULTANT will update aerial mapping performed for the Original Plans with point cloud data derived from mobile scans and data derived from GPS, and traditional surveys. Updated areas include the Cortaro Farms Road right-of-way, from Camino de Oeste to the west right-of-way of Thornydale Road, and Oldfather Road from Cortaro Farms Road approximately one thousand feet south. CONSULTANT will meet or exceed Aerial Mapping accuracy standards based on the ASPRS (American Society of Photogrammetry and Remote Sensing) for large scale maps.

Task 3.10.3. Vertical Control. Psomas will run differential levels and establish bench marks at 500-600 foot intervals at points inside the proposed right-of-way of Cortaro Farms Road based upon bench marks found and used in the initial mapping effort by Psomas of Cortaro Farms Road extending from approximately 300 feet east of Camino de Oeste. easterly, to the west right-of-way of Thornydale Road, and 1,000 feet south of Cortaro Farms Road on Oldfather Road. The vertical datum will be NAVD88. Benchmark locations will be collected with RTK GPS methods to show horizontal data of benchmarks on the final Right-of-Way Plans.

Task 3.10.4. Utility and Engineering Support Surveys. Blue Staking and other utility features not shown on the topographic survey developed for the Original Plans, will be located and updated on the utility maps. Coordination for underground utilities will be by the County. CONSULTANT will field locate blue stake markings and perform a field survey to update the utility mapping completed for the Original Plans.

Task 3.10.5. Quality Control Review. The CONSULTANT will provide quality control reviews of the Survey and Mapping deliverables listed below.

Deliverables:

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

TASK 3.11 DRAINAGE REPORT ADDENDUM

Assumptions:

1. *The CONSULTANT will review the roadway plans and drainage report associated with the Original Plans and identify if any drainage ways will require updating based on changed conditions since the original design was completed.*
2. *The CONSULTANT shall coordinate its activities with the PCRFCO as needed.*

Task 3.11.1. Pavement Drainage Calculations. The Pavement Drainage Calculations will not be updated with the exception of the tie-in at Camino de Oeste. If the roadway profile is further modified, then calculations will be provided as an additional service.

Task 3.11.2. Drainage Report Addendum. The CONSULTANT will prepare a Drainage Report Addendum, updating the October 31, 2002 Drainage Report for changes in conditions since the original design was completed. Hydrology will not be reevaluated. One draft addendum and one final addendum will be provided.

Task 3.11.3. Quality Control Review. The CONSULTANT will provide quality control reviews of the drainage report for each submittal.

Deliverables:

- Draft and Final Drainage Report Addendum
- Responses to all review comments.

TASK 3.12 GEOTECHNICAL INVESTIGATION

Assumption:

1. *The geotechnical investigation has been previously completed and no new geotechnical information will be gathered.*

Task 3.19.1. Research. The CONSULTANT will provide the County with a list of parcels from which right-of-way or easements will be required. The County will furnish any title reports required for this project based on the CONSULTANT's list. The CONSULTANT will review title reports with recorded legal descriptions and all Schedule B items to update and develop the final Right-of-Way Record of Survey. Title reports, recorded legal descriptions and all documents listed in the Schedule "B" of the title report will be provided by the County and reviewed by the CONSULTANT. The CONSULTANT will review up to sixteen (16) title reports. Additional title reports will be reviewed as an Additional Service. The CONSULTANT will update document research of Pima County public records in the office of the Pima County Recorder and in the Pima County Department of Transportation Survey Department, limited to Assessor's maps, Records of Survey, Subdivision maps, Development Plans, Road Maps and miscellaneous documents as provided by the Pima County Survey Department.

Task 3.19.2. Right-of-Way Plans. The CONSULTANT will perform research, calculations, and additional survey needed to establish existing property and right-of-way lines to be affected by this project and integrate into mapping. Following the research, the right-of-way survey performed for the Original Plans will be updated to identify and locate the controlling right-of-way monumentation, and property lines. Full property surveys will not be performed. If property lines are to be used for legal descriptions, a survey of all property corners of the affected parcels may be required to prepare the legal description. The CONSULTANT will utilize existing horizontal control and the preliminary right-of-way survey previously prepared for the Original Plans to prepare final right-of-way plans for Cortaro Farms Road extending from approximately 300 feet east of Camino de Oeste, easterly, to the west right-of-way of Thornydale Road, and 1,000 feet south of Cortaro Farms Road on Oldfather Road. The CONSULTANT will update the right-of-way survey from the Original Plans showing monuments, property corners, occupation, etc. defining the existing right-of-way.

The CONSULTANT will prepare a new Record of Survey showing property ownership, existing boundary conditions and the relation to proposed acquisitions and easements, in and adjacent to the area of Cortaro Farms Road extending from approximately 300 feet east of Camino de Oeste, easterly, to the west right-of-way of Thornydale Road, and 1,000 feet south of Cortaro Farms Road on Oldfather Drive. The CONSULTANT will prepare 1"=40' right-of-way plans. Ownership data and areas required shall be shown. The CONSULTANT will coordinate with and incorporate feedback from the County in preparing documents and in identifying properties for potential acquisition and easements. The CONSULTANT will prepare 1"=40' scale orthophotos with proposed R/W and easement needs in addition to existing right-of-ways. The preliminary Record of Survey will be submitted to the Pima County Department of Transportation Survey Department prior to final submittal of Design Plans for comments and redlines (1 time only). The County will provide recording data for all new takes and easements for insertion in the Record of Survey.

Task 3.19.3. Legal Descriptions. The CONSULTANT will prepare not more than forty-five (45) legal descriptions with sketches of parcels for right-of-way and easements, as needed. The CONSULTANT will address any comments provided by the PCDOT Survey Department and provide revised legals accordingly (one review only).

Task 3.19.4. Stake Acquisitions. The County will provide temporary and permanent stakes for all proposed acquisition.

Task 3.19.5. Quality Control Review of Right-of-Way Documents. The CONSULTANT will provide a quality control review of the Right-of-way documents and legal descriptions.

Deliverables:

- Results of survey drawing showing right-of-way data with the preliminary Right-of-Way Plan submittal. Potential acquisition and easements will be identified on the drawing.
- Legal descriptions and parcel location maps for advanced acquisition parcels.
- Responses to all review comments.

TASK 3.20 PREPARATION OF CONSTRUCTION DOCUMENTS

Assumptions:

1. Roadway cross sections will be provided by the CONSULTANT.
2. Empty conduit will be installed as part of this project for future lighting and fiber optic use (ITS).
3. The County will prepare the Notice of Intent and Notice of Termination for construction activities covered under the state stormwater permit.
4. Draft SWPPP submittals may be spiral or comb bound for review purposes. The final SWPPP document will be in a three-ring binder.
5. Tucson Water plans and PCRWRD manhole elevation adjustments are included in this scope of work.

Task 3.20.1. Initial PS&E Detailed Design Plans. The CONSULTANT will develop Initial PS&E Detailed Design Plans for the project per the checklist found in Chapter 3 of the RDM, including updates from the Original Plans.

Task 3.20.2. Stormwater Pollution Prevention Plans (SWPPP). The CONSULTANT will prepare stormwater pollution prevention plans including a SWPPP booklet and erosion control plans for the project. The SWPPP booklet will be prepared in accordance with the current Pima County SWPPP template. The erosion control plans will cover the extent of the project improvements including the impact limits for the roadway and any wash improvements. The SWPPP will be submitted with the Initial PS&E and Final PS&E submittals. The erosion control plans will be included in the SWPPP booklet but will not be incorporated into the construction plan set.

Task 3.20.3. Final PS&E Detailed Design Plans. The CONSULTANT will develop Final PS&E Detailed Design Plans, updating project cost estimates, quantities, and revisions from Initial PS&E Detailed Design for the project. Draft and final PS & E submittals will be provided to the County for review.

Task 3.20.4. Quality Control Review of Plans. The CONSULTANT will provide a quality control review of the deliverables listed below.

Deliverables:

- Stormwater Pollution Prevention Plans including SWPPP booklet and erosion control plans.
- Initial PS&E Detailed Design Construction Plans per the Design Manual Checklist, including cost estimates, special provisions, and quantity take-off calculations.
- Draft Final PS&E Detailed Design Construction Plans per the Design Manual Checklist, including special provisions, cost estimate, and quantity take-off calculations.
- Final PS&E Detailed Design Construction Plans per the Design Manual Checklist, including special provisions, cost estimate, and quantity take-off calculations.
- Responses to all review comments.

TASK 3.21 PROJECT REVIEW AND APPROVAL PROCESSES

Assumptions:

1. Resources for the CONSULTANT staff to attend the Pre-Bid meeting and to prepare responses to RFI from prospective bidders throughout the bidding period are considered to be Post Design Activities which are included in Additional Services.

Task 3.21.1 Initial PS&E Detailed Design Package Assembly and Submittal Workshop. The CONSULTANT will compile, assemble, reproduce and distribute all Initial PS&E Detailed Design deliverables identified in Task 3.20.1. When the submittal package is complete, an Initial PS&E Detailed Design Workshop will be held (not to exceed two days) for reviewers to analyze the total submittal package, verify that

satisfactory progress is being made per guidance and previous direction provided, and that the individual project elements are all being integrated appropriately and effectively. After the workshop, design work will continue to the Final PS&E Detailed Design stage. Formalized comment/resolution forms will not be prepared.

Task 3.21.2 Final Package Assembly. The CONSULTANT will compile, assemble, reproduce and distribute to Pima County Procurement all Final PS&E deliverables.

Deliverables:

- Meeting summaries from the Detailed Design Workshops

TASKS 3.22-3.29 NOT USED

TASK 3.30 ADDITIONAL SERVICES

Assumptions:

Additional Services are reserved for any items, element, tasks/activities associated with this project. Items may include but not be limited to additional/unforeseen project design issues, involvement with public/community, utility coordination, permitting, additional/unforeseen environmental concerns, or other project related issues that arise.

Task 3.30.1. Utility Potholing (Additional Services) It is PCDOT's intent that individual utility companies will pothole their own facilities and provide this information to PCDOT. However, the CONSULTANT will provide resources through a sub-consultant for up to 24 potholes. If additional potholes are needed, their number and location will be identified, and a Contract Modification will be prepared to cover this additional pothole work.

- 24 utility potholes

Task 3.30.2 Post Design Services. The CONSULTANT may be called upon to provide services beyond the submittal of the final PS&E. PCDOT will coordinate all the Post-Design Services and will act as the principal initial contact for post-design questions. However, the following additional efforts may be required.

Phase II: Post-Design Services which may include but are not limited to:

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

