



Board of Supervisors Memorandum

November 18, 2014

**Background Information for Agenda Items 7 and 18
Department of Transportation Project Experience and Certification Acceptance Compliance**

Background

District 1 Supervisor Ally Miller's November 18, 2014 agenda item request focused on transportation capital improvement projects and use of local, state and federal funds in completing such improvements. A separate memorandum discusses Procurement Department Policies and Procedures that are requested to be addressed in the agenda item request. This memorandum addresses the Pima County Department of Transportation (PCDOT) experience with capital improvement projects (especially those using outside funding sources) and the concerns recently expressed by the Arizona Department of Transportation (ADOT) regarding a particular federally-funded project. In addition, it discusses the challenges faced by the PCDOT with lack of funding to adequately design, construct and maintain its transportation system.

PCDOT depends on the use of regionally allocated state and federal monies to supplement the Regional Transportation Authority (RTA) monies, Highway User Revenue Fund (HURF) revenue bond funds and local HURF funds to implement its capital program. This capital program is adopted annually by the Board of Supervisors, and the funding is achieved through the Pima Association of Governments (PAG) Transportation Improvement Program (TIP) process.

Attachment 1 contains a copy of the October 13, 2014 memorandum from the PCDOT Director, previously sent to the Board, discussing funding for the three northwest projects that are the topic of this current construction issue. As noted in that memorandum, Select Development was the lowest responsible bidder on three federal aid projects: La Cañada, Homer Davis and Magee. Use of federal funds bring requirements for adherence to certain rules, among them use and timely payment of Disadvantage Business Enterprise (DBE) firms. The current controversy on these jobs occurred because Select Development had not been timely in paying its subcontractors, which is an infraction and is monitored by the Federal Highway Administration (FHWA) and ADOT Business Engagement and Compliance Office (BECO).

Transportation Capital Improvement Project (CIP) Delivery Process

PCDOT follows Administrative Procedure 3-28, Implementation of the Project Management Manual and Exit Gate Process:

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Department of Transportation Project Experience and Certification Acceptance
Compliance**
November 18, 2014
Page 2

http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Project%20Management%20Office/Full-Manual-Update-PC-Project-Mgmt-&-Gate-Manual.pdf

Our Project Management and Gate Process Manual (Manual) is a “living document” developed around certain principles:

- We seek to provide best-in-class capital improvement project delivery.
- Constant, constructive communication and collaboration among project stakeholders is a must for successful CIP delivery.
- Each step and tool used in our Manual must add value to CIP delivery.
- Application of lessons learned as a result of the ongoing delivery of CIPs is our source for continual streamlining and strengthening of our Manual.

The choice of the project management approach detailed in our Manual was not mandated to departments. Rather, after consideration of alternatives, it was selected by mutual agreement among representatives from all County departments responsible for CIP delivery.

The development of project plans and specifications follows the Transportation Roadway Design Manual:

http://webcms.pima.gov/UserFiles/Servers/Server_6/File/Government/Transportation/Roadway%20Design/Roadway%20Design%20Manual/RDM%202014%2009%2022%202014.pdf

Transportation Construction Administration

Construction Administration consists of reviewing the design plans, inspecting the work the contractor performs to ensure it meets the plans and specifications, measuring the quantities of work and paying for quantities of work.

PCDOT Field Engineering uses several guidelines, documents and manuals to administer construction contracts. They are as follows:

- Standard Specifications for Public Improvements City of Tucson/Pima County
- ADOT Construction Manual
- Field Engineering Contract Administration Procedures
- Standard Details
- Special Provisions

For federally funded projects, the following guidelines are also used:

- Davis Bacon Resource Book

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Department of Transportation Project Experience and Certification Acceptance Compliance**
November 18, 2014
Page 3

- Certified Payroll Workshop, 2013
- Certification Acceptance Program Procedure Manual, 1999, plus updates

The Standard Specifications for Public Improvements City of Tucson/Pima County describes the construction detail of each item of work, how the item is measured and how the item is paid. PCDOT Field Engineering constantly utilizes this book to monitor the construction projects.

If clarification is needed on the specification book, staff refers to the ADOT Construction Manual:

<http://www.azdot.gov/business/engineering-and-construction/construction/ConstructionManual/construction-manual>.

The ADOT Construction Manual is based on ADOT Standard Specifications for Road and Bridge Construction, very similar to the Standard Specifications for Public Improvements, and is organized in the same manner.

The Construction Manual is a manual of administration practices and inspection procedures. It does not replace or supersede the Standard Specifications. The Construction Manual provides an informal and more complete perspective of contract requirements than can be found in formal contract specifications.

PCDOT's Field Engineering Division established the Contract Administration Procedures to provide a guideline for PCDOT Field Engineering staff for reviewing and processing project documentation for Pima County projects. The Procedures discuss subcontracts, supplemental agreements, force accounts, monthly pay estimates, final balance, time reports, etc.

Standard Details are drawings approved for repetitive use, showing details to be used where appropriate.

Special Provisions are additions and revisions to the Standard Specifications covering conditions and requirements specific to an individual project.

In case of any discrepancy or conflict between these documents that may occur on a project, the order in which they govern is as follows:

1. Special Provisions
2. Project Plans
3. Standard Details
4. Standard Specifications

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Department of Transportation Project Experience and Certification Acceptance
Compliance**
November 18, 2014
Page 4

Should PCDOT Field Engineering staff need additional clarification or direction regarding how to perform their duties, the Division Manager will then issue internal memoranda, such as the one issued on October 6, 2014 regarding quantity measurement, documentation and reporting for partial payment of material on hand (Attachment 2).

The guidelines discuss below are utilized when Pima County projects are fully or partially funded with federal funds:

- The Davis Bacon Resource Book is used to provide the framework for identifying to whom the Davis Bacon prevailing wage requirement applies and to ensure laborers are classified correctly and receive the proper fringe benefits for the classification of work performed.
- The Certified Payroll Workshop Workbook is used to ensure complete and correct Certified Payrolls are submitted as required by federal regulations. LCPTracker, Labor Compliance Software is used to track certified payrolls.
- The Certification Acceptance Program Procedure Manual was established to serve as a basic resource and reference in carrying out the responsibilities and obligations assumed by the County under Certification Acceptance.

Certification Acceptance Compliance and Contract Monitoring

The Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and its 1998 reauthorization, the Transportation Efficiency Act for the 21st Century (TEA-21), allow States to administer certain qualifying projects financed with federal-aid funds. These Acts also allow states to extend the same privilege to qualifying local agencies.

The ISTEA and its reauthorization, TEA-21, provide greater flexibility on behalf of state and local governments in determining transportation solutions through "Certification Acceptance" procedures by delegating greater administrative responsibility to them.

Certification Acceptance is an agreement with the FHWA that authorizes ADOT to approve the engineering details in final reports for corridor approval, design approval, plans/specifications and cost estimate approval, contract advertising and award, and construction inspections for federal-aid projects. The State in turn can delegate similar approval authority to local jurisdictions.

PCDOT entered into a Certification Acceptance Program with the ADOT in January 1995. A copy of that original agreement is Attachment 3. With this agreement, PCDOT can manage and deliver its own projects that receive federal funding, as well as expedite the

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Department of Transportation Project Experience and Certification Acceptance
Compliance**

November 18, 2014

Page 5

completion of environmental compliance during project development and accelerate project schedules to the maximum extent possible. Prior to this agreement, PCDOT could obtain federal funding through the PAG TIP process; however, ADOT would approve all project development documents requiring significantly greater time and effort to complete. ADOT has eight Certification Acceptance Program Agreements with local jurisdictions around the state, and all eight are currently going through a recertification process. The revised agreement is expected to be presented to the Board of Supervisors for approval in early fall 2015.

Pima County's experience as a self-certified local government authorized by ADOT and FHWA to undertake federally funded projects is also noteworthy. Certification Acceptance neither affects nor discharges any responsibility or obligation of the FHWA or ADOT under any law other than 23 USC 117(a), which provides for the administration of federal-aid funds using *applicable* State laws, regulations, directives and standards on all federal-aid highways except the Interstate System.

Attachment 4 is a listing of all CIPs completed by PCDOT since the inception of the County's 1997 Transportation Bond Program and the 2006 RTA. This list does not include active projects under design and/or construction.

PCDOT was diligently working on the 1997 Bond projects when the RTA was approved. The RTA projects had specific time periods to implement the projects and PCDOT knew they must have the resources to meet those deadlines. PCDOT hired additional staff for Field Engineering and established consultant contracts to handle the demand for construction administration. PCDOT also began a monthly dialogue with all utility providers to ensure they were aware of the magnitude of utility relocations needed and the schedule that must be adhered to. PCDOT successfully met the RTA timelines for their project, as well as continuing with the bond projects. The project list demonstrates that since 1997, PCDOT has successfully completed 281 roadway projects totaling over \$697 million.

Of these 281 projects, 91 were federally funded transportation projects successfully undertaken by PCDOT under the Certification Acceptance program, totaling over \$67 million. All of these projects were successfully completed with no difficulties in fulfilling all responsibilities imposed by federal regulations in the management of such funding sources.

Recent Construction Contract Compliance Issues on a Federally Funded Project

PCDOT has been in continuous discussions with FHWA and ADOT regarding the subcontract issues encountered on the three projects mentioned in the second paragraph of this memorandum. Attachment 5 is a timeline that shows that discussions began in May 2014, at which time PCDOT sought the help from these agencies on dealing with

The Honorable Chair and Members, Pima County Board of Supervisors
**Re: Department of Transportation Project Experience and Certification Acceptance
Compliance**
November 18, 2014
Page 6

Select Development. Attachment 6 includes copies of the several letters between Pima County and ADOT and FHWA regarding Select Development. It should be noted that Pima County has been aggressive in responding to these concerns. Recently, when the County requested an urgent meeting to address the serious allegations made against PCDOT and possible actions ADOT had mentioned, ADOT replied that due to their schedules, they could not arrange a meeting with us until December. I asked that a meeting be scheduled for the week of November 17, 2014 to address our concerns (included in Attachment 6.)

On November 3, 2014, PCDOT and Procurement sent Select Development a letter advising Select had 10 days to cure their contract infractions on the Magee: La Cañada to Oracle project (included in Attachment 6). Specifically, they must provide evidence they have paid all their subcontractors with Release of Payment Liens and proof of how they intend to complete the Magee project in the 53 remaining days of the contract while only 20 per cent of the contract work has been completed. Select Development must also provide an updated project schedule that complies with the County's standards. When we receive a response from Select Development, it will be forwarded to the Board.

PSOMAS Construction Administration Services

Information regarding the use of PSOMAS, a local consulting engineering firm, for construction management services on the La Cañada project may also be of interest (Attachment 7). As PCDOT was preparing to advertise this project for construction in late 2011, PCDOT determined it had insufficient staff to oversee the construction management activities of the project. At that time, PCDOT had an extensive workload with other RTA projects, including La Cholla: Magee to Overton and Cortaro Farms Road: Thornydale to La Cañada. PCDOT utilized PSOMAS, who was listed on the Procurement Department on-call construction surveillance list, and PSOMAS began work in spring 2012. PSOMAS was selected from the list because of its past positive performance on PCDOT construction projects. In November 2013, PCDOT began discussions with PSOMAS regarding their contract earned amount reaching the authorized contract limit. While PCDOT was satisfied that PSOMAS provided all requested services at an acceptable quality, PCDOT's Field Engineering workload had been reduced to a level that allowed for the remainder of the project to be overseen by the in-house workforce. PSOMAS' level of effort on the project was subsequently reduced so their contract amount could be spread over the remaining life of the project. PCDOT employees and other consultant staff assumed the remaining administration and inspection of the construction activities. Limited PSOMAS personnel remained on the project until their contract amount was expended. PSOMAS continues to provide quality service and will be employed in the future as long as they remain on the Qualified Consultant List and as PCDOT workload may demand.

The Honorable Chair and Members, Pima County Board of Supervisors
Re: **Department of Transportation Project Experience and Certification Acceptance
Compliance**

November 18, 2014

Page 7

Funding Issues

This memorandum will also address funding issues and the disproportionate amount of funds we receive for HURF and vehicle license tax compared to Maricopa County. Attachment 8 shows the amount of funds Pima County receives and the amount as compared to Maricopa County. Maricopa County has only 233 more miles of roads in the incorporated area to maintain than Pima County, yet they receive nearly \$56 million more each year than Pima County. In comparing the condition of Pima County highways to Maricopa, approximately 66 percent of Pima County roadways are in failed or poor condition, whereas Maricopa County's highway system has 88 percent in good or better condition, which means our 66 percent poor or failing compares to only 12 percent of Maricopa roads being similarly classified. I have advocated several options to increase transportation funding to allow Pima County to address the condition of our roads. See Attachment 9, which summarizes road funding issues.

Summary

Over the last approximate 17 years, Pima County has implemented over \$697 million of roadway construction improvement projects. These projects have been completed using combinations of federal, state, regional and local funds with varying requirements to be addressed in fulfillment of funding source requirements. We have greatly benefited from our designation under the Certification Acceptance process implemented by ADOT through authorization from the FHWA. Our successful implementation of 91 projects using over \$67 million in federal funds substantiates and supports our continued designation under this program, and we fully expect that state and federal regulatory authorities will verify our actions on the Select Development contracts have complied with our oversight responsibilities.

Respectfully submitted,



C.H. Huckelberry
County Administrator

CHH/mjk – November 14, 2014

Attachments 1 – 9

c: John Bernal, Deputy County Administrator for Public Works
Priscilla Cornelio, Transportation Director
George Widugiris, Procurement Director

ATTACHMENT 1



MEMORANDUM

DATE: October 13, 2014

TO: C.H. Huckelberry, County Administrator

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

SUBJECT: Update on Projects with Select Development, Inc.

Background

As you are aware the Transportation and Procurement departments have been experiencing various project delivery and compliance issues with Select Development, Inc. (Select), who is the prime contractor for the following roadway improvement projects:

- ✓ La Canada; River Road to Ina Road.
- ✓ Magee; La Canada to Oracle.
- ✓ Homer Davis, Bike/Ped enhancement and three lane widening.

All three projects are funded with a combination of local, regional and federal funds and the following table highlights the federal sources, amounts expended and approximate level of completion that has been achieved.

	Federal Amount Allocated	Federal Amount Requested to date	Federal Amount Received to date	Percent Complete
Homer Davis	\$1,333,271.00	1,125,459.49	\$752,122.83	99%

	Federal Amount Allocated (STP)	Federal Amount Requested to date	Federal Amount Received to date	Percent Complete
La. Canada	\$17,172,000.00	\$13,649,323.30	\$13,273,188.91	90%

	Federal Amount Allocated (STP)	Federal Amount Requested to date	Federal Amount Received to date	Percent Complete
Magee	\$10,246,000.00	\$1,795,798.73	\$1,739,663.07	25%

C.H. Huckelberry, County Administrator
Update on Projects with Select Development, Inc
October 13, 2014
Page 2

To date, the most serious issues that both departments have been dealing with consist of the following:

- Nonpayment of suppliers and subcontractors, which also includes Disadvantaged Business Enterprise (DBE) qualified firms. This has recently deteriorated to include loss of approved DBE contractors on Magee, which also includes failure to provide replacements in the prescribed timeframe, or suitable justification to request an exemption.
- Failure to prosecute the work. The La Canada project is approximately 3 months behind schedule with approximately 63 days in liquidated damages accrued to date. In addition, the Magee project is approximately only 25% complete, yet approximately 75% of the contract time has been expended. Also, completion of final punch list items on the Homer Davis project have been lingering since the August 6, 2014 substantial completion date.

DOT and Procurement have consistently, proactively and aggressively been raising these issues with Select, with numerous notifications and requests, both verbally and in writing (via email as well as certified mail). In addition, both departments have worked closely with Arizona Department of Transportation (ADOT) staff to keep them apprised of our efforts, and engage their assistance as needed. To date, we have met with little to no success, and in response to these repeated incidents where Select has failed to comply with contract requests and requirements, the County attorneys have notified the bonding companies for both Magee and La Canada to make them aware of the various issues being encountered. Note that the Homer Davis project has not been included in these discussion and conversations due to the fact that it is substantially complete.

Throughout this ordeal, representatives from the County Attorney's office, Procurement and Transportation have continued to meet on a regular and frequent basis to share updates, discuss progress, as well as evaluate alternative responses and determine appropriate courses of action. Taking into account the various factors involved, all parties have remained committed to the primary goal of doing everything possible to complete both projects, or at the very least, complete as much work as possible. This is based primarily on the realization that once the contract with Select are terminated, the projects could remain in a partially complete condition for up to several months while the legal issues are being resolved.

Recent Developments

This past Friday October 10, I attended the ADOT Board meeting in Wickenburg. I took this opportunity to schedule a meeting with Jennifer Toth, ADOT State Engineer, in order to update her on the various issues Pima County was continuing to encounter with Select, as well as describe the actions that Pima County has taken in response. Since the Tucson District has also been heavily involved in these efforts, I informed Rod Lane, District Engineer, of the meeting and invited him to attend.

Following the ADOT Board meeting, the three of us prepared to meet at which time I learned that we were going to be joined by other ADOT representatives, as well as representatives from Federal Highway Administration (FHWA), including Karla Petty, Arizona Division Administrator.

Ms. Petty opened the meeting by stating that FHWA was very concerned about Select because of possible civil rights violations. Apparently, one of Select's subcontractors (who is a DBE) had contacted FHWA regarding nonpayment, as well as several other payment related issues. FHWA responded by initiating an investigation into the allegations raised by this DBE. DOT was notified of this investigation and has met with representatives conducting the investigation. As part of this investigation FHWA send a letter to Select last week requesting information. Although Pima County was not copied on this correspondence, I took this opportunity to request that a copy be emailed to us.

As we continued with the meeting, FHWA notified us that they will be taking the following actions:

1. They will be conducting an audit of Select to verify payment to the subcontractors. I explained we had also performed that investigation in which we had asked to see actual checks to show payment. FHWA said they need to see the actual cashed checks, as written checks were being considered insufficient. Select has been given the deadline of October 22nd at which time they must respond to the various inquiries by FHWA.
2. They will be performing an audit of Pima County in order to verify our oversight and management of the projects, especially as it relates to the use of pre qualifications of contractors. Pima County has no independent authority to prequalify contractors. A.R.S. Title 34 is an open competition statute that neither authorizes nor even contemplates prequalification of contractors/bidders. It was not until after September 4, 2014, when ADOT confirmed by letter that prequalification of contractors was required as a condition of the grant, that we had clear authority to do so.
3. FHWA may be reviewing our self-certification.
4. Lastly, Ms. Petty stated that effectively immediately, FHWA is considering suspending all of the federal funds on these projects. In addition, they may also require Pima County to reimburse all federal funds that were paid to Select for the period of time in which Select did not comply with the DBE requirements. The specific dollar amount will be determined in the audit they are conducting next week.
5. ADOT also took this opportunity to express their concerns with the quality of the workmanship and materials used on these projects. As a result, these elements will also be reviewed as part of the audit on Pima County.

C.H. Huckelberry, County Administrator
Update on Projects with Select Development, Inc
October 13, 2014
Page 4

In summary Select's failures to meet various contractual and federal requirements may cost the Transportation department a significant amount of money, both in terms of lost funding plus reimbursement to the federal government. I did ask about the possibility of using any unspent federal funds on other eligible projects, and Ms. Petty did indicate that it would be acceptable for PCDOT to go through the PAG process and propose reallocating the remaining funds, to other federally funded projects.

Next Steps

It is unfortunate that the situation with Select has deteriorated to this point, but we are no longer left with any reasonable or prudent options. Based on this latest information, the following action items will be taken:

1. For the La Canada project, we will do everything possible to make sure that Select completes the paving operations that are currently underway. The placement of the rubberized asphalt has been completed, and the remaining intersection and cross street work is scheduled to begin immediately.
2. We will be working closely with FHWA to determine the amount of federal fund repayment that may be required, pending the FHWA audit of Select's finances.
3. We will begin to identify alternative funding sources should they be required to complete both the La Canada and Magee projects.
4. We will assist FHWA and ADOT during their review/audit of Pima County's self-certification protocol and project management and oversight, in order to verify that all requirements and procedures were followed.
5. We will meet with Procurement and the County Attorney's office to discuss termination options of both contracts with Select.

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

cc: John M. Bernal, Deputy County Administrator
Farhad Moghimi, PAG Director
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

ATTACHMENT 2



MEMORANDUM

Department of Transportation

DATE: October 6, 2014

TO: William Mellum, CIP Section

FROM: Thomas J. Kilargis, P.E. 
Manager, Field Engineering

SUBJECT: Quantity Measurement, Documentation, and Reporting
Rev #1, Partial Payment for Material on Hand

The Field Engineering policy on quantity measurement, documentation, and reporting for Monthly Pay Estimates will be as follows:

It is the project Inspector's responsibility to inspect, accept or reject, measure for payment, and document the contractor's work. The specifications dictate the Method of Measurement, i.e., linear foot, square yard, ton, cubic yard, lump sum, each, etc.

The field inspectors are required to keep a Quantity Book which contains all the pay items for the project. This Quantity Book must show the date, location, reference number, and quantity of work done for each pay item. As work progresses, the quantities for each pay item accumulate and the contractor invoices the County each month for work completed, i.e., the Monthly Estimate. This policy standardizes how the quantities are measured, documented, and reported for purposes of the Monthly Estimate.

Decimal Places **Measurement**

To be fair and accurate in capturing the true amount of work completed, measurements of work shall be made to the tenth, ex: 12.7 LF and recorded in the Quantity Book to one decimal place. This quantity is defined as the Measured Quantity for the pay item. Work measured by the ton usually has a weigh ticket to the hundredth of a ton, ex: 23.74 tons. The summing of each day's weigh tickets should include the two decimal places, but the sum for the day is entered in the Quantity Book to one decimal place. The rounding convention is 5 or greater, round up. Less than 5, round down.

Documentation

For each pay item the Quantity Book should have a column for the Measured Quantity where the measured quantity is recorded by date, with the location, and reference number. The Quantity Book should also have a column for Accumulated Quantity where the Measured Quantity is continually summed. The Accumulated Quantity is recorded to the same decimal place as the Measured Quantity. This must be kept up to date! This number is important for the Monthly Estimate.

Reporting

The contractor and inspector agree on the cutoff date when quantities will be billed, usually the 25th of each month. The contractor and inspector then reach consensus on the quantities of work eligible for payment. The quantity for each pay item billed by the contractor shall be the Accumulated Quantity at the time of the Monthly Estimate cutoff, **ROUNDED TO A WHOLE NUMBER**. This is defined as the Reported Quantity for that Monthly Estimate. Lump Sum pay items that are not complete should be billed in increments of 10 percentage points, i.e., 40% complete billed as 0.4 LS. Do not use 25% or 75% complete. The use of decimal places in the Monthly Estimate quantities potentially creates problems with spreadsheet calculations and tenths of pennies.

Some pay items, i.e., soil cement, AB, etc., are determined by calculation for final quantity. It is wise to hold the accumulated quantity to the Plans quantity until the calculations are completed.

Monthly Estimates & Accumulated Quantity

As work continues and more quantities are accumulating, the inspector continues to measure the work and record the Measured Quantity in the Quantity Book. The Measured Quantities are continually summed to produce the Accumulated Quantity for each pay item. The Accumulated Quantity is the sum of the Measured Quantities only. It **does not** include the Reported Quantity from the previous Monthly Estimate(s). Each Monthly Estimate submitted by the contractor should be based on the Accumulated Quantity for each pay item at the time of the cutoff date. It is **not** the sum of Reported Quantities plus the work for the latest month, nor is it the sum of each month's amount of work.

The table below is an example of a Quantity Book page illustrating the documentation for a Pay Item.

Item # 5010002 Description 24" Widget Bid Qty. 250 L.F. Unit Price \$24.35/L.F.

Date	Ref #	Location Sta.	Measured Quantity	Accumulated Quantity	Reported Accumulated Quantity	Notes
6/1/12	A6	93+15, 38' Rt.	12.4	12.4		
6/2/12	A7	12+34, 22' Lt.	10.7	23.1		
6/24/12	A1		11.3	34.4		
6/24/12		Pay Estimate Cutoff			34	PE#1
6/30/12	B3		15.2	49.6		
7/7/12	B5	101+34, 22' Rt.	17.6	67.2		
7/15/12	B1		9.1	76.3		
7/24/12		Pay Estimate Cutoff			76	PE#2
8/1/12	A1		8.8	85.1		A1 Total=20.1
8/7/12	A2		6.9	92.0		
8/8/12	A3		7.1	99.1		
8/9/12	A4		6.7	105.8		
8/24/12		Pay Estimate Cutoff			106	PE#3

Partial Payments

The following example illustrates a way to deal with Partial Payments.

Item # 5010002 Description 24" Widget Bid Qty. 250 L.F. Unit Price \$24.35/L.F.

Date	Ref #	Location Sta.	Measured Quantity	Accumulated Quantity	Reported Accumulated Quantity	Notes
5/12/12	All	Partial Payment 250' @ 45%=112.5	112.5	112.5		Partial Payment (PP) Approx. 250' delivered
5/24/12		Pay Estimate Cutoff			113	PE#1
6/1/12	A6	93+15, 38' Rt.	12.4	124.9		
6/2/12	A7	12+34, 22' Lt.	10.7	135.6		
6/24/12	A1		11.3	146.9		
6/24/12		PP Reduction 30' @ 45% = (13.5')	-13.5	133.4		Approx. 30' placed this estimate
6/24/12		Pay estimate Cutoff			133	PE#2
6/30/12	B3		15.2	148.6		
7/7/12	B5	101+34, 22' Rt.	17.6	166.2		
7/15/12	B1		9.1	175.3		
7/24/12		PP Reduction 40' @ 45%=(18.0)	-18.0	157.3		Approx. 40' placed this estimate
7/24/12		Pay Estimate Cutoff			157	PE#3
8/1/12	A1		8.8	166.1		A1 Total=20.1
8/7/12	A2		6.9	173.0		
8/8/12	A3		7.1	180.1		
8/9/12	A4		6.7	186.8		
8/24/12		PP Reduction 30' @ 45%=(13.5)	-13.5	173.3		Approx. 30' placed this estimate
8/24/12		Pay Estimate Cutoff			173	PE#4
9/1/12	A5	37+34 Lt.	66.7	240.0		
9/3/12	B2		53.8	293.8		
9/4/12	B4		42.6	336.4		
		PP Final Reduction 150@ 45%=(67.5) 112.5-13.5-18.0- 13.5-67.5=0.0	-67.5	268.9		Remaining PP Reduced 250-30-40- 30=150
9/24/12		Final Quantity			269	PE #5 and Final

The Measured Quantity column shows the actual quantity placed for the locations and reference numbers. The reduction in Partial Payment is also shown in the Measured Quantity column as a minus to reflect the return of the Partial Payment for the quantity placed. An Approximate Quantity to the nearest 10' is used to calculate the Partial Payment return to make calculations simpler. The Approximate Quantity in the Notes column is used only to calculate the amount of Partial Payment to be returned based on the quantity placed. The Final Reduction of Partial Payment is not based on approximate quantity placed, but on the original Partial Payment amount.

Partial Payment Alternative

Occasionally, the contractor may receive deliveries of materials that involve several pay items that appear on one invoice or bill of lading, i.e., traffic signal equipment, rebar, or pipe, for which the contractor requests Partial Payment for Material on Hand per 108-9 of the standard Specifications. In this case, the inspector can have Contract Administration set up an Allowance Item (formerly Force Account). This item number should be a 1089000 series with a description of the type of material on hand. The Amount will be the dollar amount shown on the invoice. Example, for traffic signal equipment, the item would be 1089001 Partial Pay Traffic Signal Material. If rebar is then delivered and stockpiled for Lump Sum, Linear Foot or Each structures, another item number would be created; 1089002 Partial Pay Rebar for Structures.

It is important that as the work is completed and Measured Quantities are entered in the Quantity Book the Partial Payment Item is reduced by the dollar amount of Material on Hand that is used in the work. The Item is reduced until the Item eventually reaches zero when the Material on Hand is used up in the completed work.

Final Pay Quantities

When the pay item work is complete, the Final Pay Quantity should be the Accumulated Quantity rounded to a whole number. In the cases where the Final Pay Quantity is specified to be calculated, the Final Pay Quantity is the calculated quantity. Some pay items involving large areas, i.e., seeding, decomposed granite, concrete pavers, or rip rap, are measured by the survey crew to provide the Final Pay Quantity. Quantities calculated or measured by survey should be rounded to the whole number for the Final Pay Quantity.

Where a pay item Unit Price is a large dollar amount, say more than \$500.00 per unit, the Final Pay Quantity can be taken to one decimal point. The inspector should observe that the one decimal point in the Final Quantity times the Unit Price does not produce an amount that is not an even cent. Example, a Final Quantity of 23.7 x a Unit Price of \$623.37 = \$14,773.869. In this case the Final Quantity should be a whole number. Example, 24 x 623.37 = \$14,960.88.

The inspectors are encouraged to add notes to clarify so that auditors examining the Quantity Book can more easily discern the payments made to contractors. This policy will help contractors' pay requests to be more consistent and reduce rounding errors.

ATTACHMENT 3



PIMA COUNTY
PUBLIC WORKS DEPARTMENT
DEPARTMENT OF TRANSPORTATION
CERTIFICATION ACCEPTANCE PROGRAM

A handwritten signature in cursive script, appearing to read "L. S. Bonine", written over a horizontal line.

Larry S. Bonine, Director
Arizona Dept. of Transportation

2/3/95
Date

A handwritten signature in cursive script, appearing to read "Antonio C. Paez", written over a horizontal line.

Antonio C. Paez, Director
Pima County Dept. of Transportation

1-27-95
Date

**PIMA COUNTY
PUBLIC WORKS DEPARTMENT
DEPARTMENT OF TRANSPORTATION
CERTIFICATION ACCEPTANCE PROGRAM**

INDEX

I. INTRODUCTION	1
II. SCOPE	2
III. DESIGN AND DEVELOPMENT	4
IV. RAILROADS AND UTILITIES	7
V. RIGHT-OF-WAY	10
VI. ADVERTISING AND AWARD OF CONTRACT	11
VII. CONSTRUCTION	12
VIII. EQUAL EMPLOYMENT OPPORTUNITY	14
IX. FINAL ACCEPTANCE	16
EXHIBIT A	17

I. INTRODUCTION

The "Intermodal Surface Transportation Efficiency Act of 1991" (ISTEA, H.R. 2950) has given the Arizona Department of Transportation (ADOT) the authority to delegate certain administrative procedures to local governments. ISTEA provides greater flexibility on behalf of state and local governments in determining transportation solutions via "Certification Acceptance" procedures by delegating more administrative responsibilities to ADOT.

The Pima County Certification Acceptance Program (Certification Acceptance) document defines the respective responsibilities of ADOT and the Pima County Public Works Department, Department of Transportation (PCDOT) and establishes procedures and implementation in accordance with the Federal-Aid Policy Guide 23 CFR 640 et seq and applicable State laws and regulations.

Certification Acceptance permits ADOT to discharge certain responsibilities otherwise assigned to the United States Secretary of Transportation under Title 23 of the United States Code (23 U.S.C.) for Federal-aid projects. ADOT, with Federal Highway Administration (FHWA) approval, may further delegate a partial or full Certification Acceptance to local governments that meet the criteria established in Section III of these Procedures.

Certification Acceptance shall not affect or discharge any responsibility or obligations of the FHWA or ADOT under any law other than 23 U.S.C. 117(a), which provides for the administration of Federal-aid funds using applicable State laws, regulations, directives, and standards on all Federal-aid highways, except the Interstate System.

ADOT is authorized by Arizona Revised Statutes 28-108 which permits ADOT to accomplish the policies and objectives contained in or issued pursuant to 23 U.S.C.

An organization chart of the Pima County Public Works Department, as it pertains to Certification Acceptance, is shown on Exhibit A.

II. SCOPE

Certification Acceptance shall apply to all Federal-aid projects administered by PCDOT under Title 23 U.S.C., except those pertaining to:

- (a) Transportation Planning and Research projects as contemplated under 23 U.S.C. 134, 135, and 307.
- (b) Highway Safety projects contemplated under 23 U.S.C. Chapter 4.
- (c) Interstate Highway System projects.
- (d) Projects that PCDOT, ADOT, and/or FHWA elect to exclude from the Certification Acceptance Program.
- (e) Projects contemplated in the "Intelligent Vehicle Highway System" act of 1991 and any Freeway Management System projects.(Title 23)
- (f) Federal Aid Programs for Railroads.(Section 130)

Therefore, in consideration of the above, PCDOT will:

1. Guarantee and certify to administer all projects eligible under Certification Acceptance in full compliance with all applicable Federal statutes, Executive Orders, and FHWA regulations and standards to the same extent as if such statutory provisions, regulations, and standards were enacted or promulgated pursuant to laws of the State.
2. Pursuant to the provisions of 23 U.S.C. 117, perform the responsibilities of the FHWA relating to specific project developmental functions, including but not limited to, the following:
 - (a) Approve or reject project locations and/or designs.
 - (b) Approve or reject concept or design submissions during project development including basic design features, structural sections, preliminary bridge plans, etc.
 - (c) Approve or reject project plans, specifications, estimates, and related project documents.
 - (d) Grant or decline approval to advertise for bids for construction contracts.
 - (e) Grant or decline approval to award construction contracts.

- (f) Oversee and ensure proper administration of project construction, construction supplemental agreements, construction engineering, final acceptance of construction projects, and final vouchering.
 - (g) Approve or reject such other project-related contracts or agreements as may be necessary from time to time in the development or execution of projects, such as railroad agreements, utility agreements, etc.
 - (h) Approve or reject project financial accounting and audit procedures.
 - (i) Approve or reject procurement policies, procedures or practices, and ensure compliance with the requirements of 49 CFR 18.36 and 23 CFR 172.
 - (j) Ensure that the selection of consultants for federally-funded projects, as approved by ADOT, are in conformance with the procedures in 23 CFR 172.
3. Accomplish the policies and objectives of the provisions and objectives of 23 U.S.C. by:
- (a) Involving the public in the development of projects during the location and design stages.
 - (b) Applying appropriate design and construction standards.
 - (c) Ensuring emphasis on increasing safety in location, design and construction of projects.
 - (d) Establishing and enforcing controls to assure quality and economy of construction and maintenance.
 - (e) Providing and enforcing provisions for adequate signing, marking and traffic control devices.
 - (f) Minimizing the adverse economic, social or environmental impacts of any project.
 - (g) Requiring equal employment opportunity and nondiscrimination.
 - (h) Requiring construction contractor on-the-job training.
 - (i) Requiring competitive bidding and payment of prevailing wage rates on project construction contracts.
 - (j) Preserving natural beauty.

III. DESIGN AND DEVELOPMENT

All projects administered under Certification Acceptance shall be designed in accordance with established engineering and design principles, including all State and Federal laws, regulations, and procedures applicable to environmental protection.

Location and/or Design Approval

On Federal-aid projects, the Director of PCDOT (Director) is responsible for approval of locations and/or designs. Location and/or design approval will be given only after compliance with ADOT's public hearing requirements and after approval by the FHWA through ADOT of a Final Environmental Impact Statement, Final Environmental Assessment with a Finding of No Significant Impact, or a Categorical Exclusion, where applicable. Public hearings will be held in accordance with the ADOT Public Involvement Guidelines approved by the FHWA, 23 U.S.C. 128, and 23 CFR 771.111.

Roadways and Structures

Roadways, including traffic control and other appurtenances, and structures on all Federal-aid PCDOT projects shall be designed in accordance with the following, including all updates and revisions thereto:

All applicable standards listed in 23 CFR 625, "Design Standards for Highways" including:

A Policy on Geometric Design of Highways and Streets, AASHTO
Standard Specifications for Highway Bridges, AASHTO
Standard Specifications For Highway Signs, Luminaires and Traffic Signals,
AASHTO

The following AASHTO Publication:

Roadside Design Guide

The following FHWA Publications:

Manual on Uniform Traffic Control Devices
Drainage of Highway Pavements, HEC No. 12
Policy For Application of Stream Forces on Substructure Design
Hydraulic Engineering Circular No. 18

The following ADOT publications:

All Standard Drawings
Roadway Guidelines for Use in Office and Field
Guide for Highway Geometric Design
Traffic Control Manual for Highway Construction and Maintenance
Urban Highway Section Design Procedures Manual
Materials Preliminary Engineering and Design Manual
Arizona Bicycle Facilities Planning and Design Guidelines
Bridge Design and Detailing Manual

The following Pima County publications:

Stormwater Detention/Retention Manual
Hydrology Manual for Engineering Design and Floodplain
Management within Pima County
Design Criteria for Structures

PCDOT may add publications or use other design standards as the need arises, with the approval by ADOT.

Specifications, Special Provisions and Standard Drawings

Specifications and special provisions for PCDOT projects shall be formatted in accordance with the Standard Specifications for Public Improvements Pima County/City of Tucson, latest edition.

Standard drawings utilized in PCDOT projects shall be contained in the Standard Details for Public Improvements, Pima County/City of Tucson, latest edition and the ADOT Standard Drawings, latest editions.

Design Exceptions

Before Design Exceptions (design criteria less than 23 CFR 625) can be used in the design of a project developed under Certification Acceptance, the Director shall approve all Design Exceptions. All Design Exceptions shall be documented through the PCDOT Design Assessment Procedure. Copies of approved Design Exceptions for projects on the National Highway System will be furnished to ADOT and FHWA.

Safety

All projects developed under Certification Acceptance shall be designed in accordance with applicable State and Federal requirements in a manner that will enhance highway safety. ADOT and FHWA will be invited to participate in the development of the Pima County safety program.

Landscaping

Projects developed under Certification Acceptance shall be designed in accordance with AASHTO Roadside Design Guide and/or the ADOT Landscape Design Guidelines for Urban Highways, where applicable.

Public Interest Finding

Under Certification Acceptance, it is the responsibility of the Director to approve the use of Pima County force account, agreed unit price, State- or locally-furnished materials, experimental features, or proprietary items if these are found to be in the public interest in accordance with 23 CFR 635. The written justification for public interest findings shall be forwarded to ADOT prior to advertisement of the project.

IV. RAILROADS AND UTILITIES

PCDOT will ensure that all railroads or utilities affected by projects designed under Certification Acceptance are identified during the development of construction plans. PCDOT will perform railroad and utility (r-u) coordination functions and will ensure compliance with State and Federal regulations. On all projects adjoining railroad right-of-way, PCDOT will execute flagging agreements and include railroad liability protection insurance documents in the construction contract documents. ADOT will process all railroad signal and surface crossing projects.

Notification

Written notice will be issued by the Pima County Public Works Department, Department of Transportation, Transportation Engineering Division, Utility Coordinator (Utility Coordinator) as the "Preliminary Design Notification", wherein the r-u will be advised of the upcoming project and given a description of the scope of work and any graphic information available as to its location. This notice is issued prior to the completion of the 15% plans and the r-u are requested to provide base maps, valve maps, as-builts or other graphic information about any facilities existing within the project limits.

This information is then used, in conjunction with other survey-recorded information gathered during the "bluestake for design" process, to depict all known existing facilities on the plans, together with existing right-of-way information and other existing improvements.

These "Pre-design drawings" are then submitted to the r-u with a request for verification of both the existence of and the depicted locations of the respective facilities.

Any revisions/additions received as responses to this submittal are then transferred to the plans.

When the proposed roadway improvements (plan, profile and drainage facilities, etc.) have been depicted on the plans, these are then resubmitted to the r-u as "Preliminary Plans for Utilities." The r-u are requested to respond to this submittal with a letter detailing possible conflicts and an approximation of design and construction time.

After the responses are reviewed, and before the design is finalized, a coordination meeting will be held with the affected r-u to discuss potential conflicts and arrange for solutions.

Coordination meetings are scheduled periodically thereafter to discuss relocation schedules, possible joint trenching opportunities, etc. The number of such meetings will depend upon the complexity of both the project and the extent of the relocations. These meetings will continue through the final plan stage.

After all conflicts are identified and all revisions to the plans are complete, the r-u are submitted as "Final for Utility" plans and are asked to finalize the designs and begin the necessary

relocations. This r-u relocation design is to be completed by the 95% roadway plan stage so that it may be included on the roadway plans. The Utility Coordinator, after all r-u agreements and arrangements for utility relocations are complete, shall write a "Clearance Letter," which will be copied to Pima County Public Works Department, Administrative Support Services Department, Financial Services Division, Contract Administrator (Contract Administrator).

Agreements

When r-u relocation work is found to be eligible for federal participation, or, when a r-u establishes prior rights, or, if, due to unusual circumstances, it becomes necessary to include any r-u facilities (other than Tucson Water or Pima County Wastewater Management) within the roadway project, the necessary documentation is sent to the Pima County Attorney for verification of the documents proving prior rights. If prior rights are determined to be valid and non-revokable, Pima County may choose to use federal aid for utility relocation. Any r-u relocation may be performed by either the r-u or as part of the roadway project; prior rights shall determine whether the r-u or the roadway project will pay for this relocation and if federal reimbursement will be made. All betterments or upgrades of a r-u facility shall be paid for by the r-u requesting the improvements.

Upon verification, Pima County will execute a formal agreement, to be prepared by the Utility Coordinator, detailing the work to be accomplished in what manner, by whom and at whose expense. The agreement will be submitted to the Pima County Attorney for approval. Upon approval, the agreement will then be submitted for approval to both the management of the affected r-u and the Pima County Board of Supervisors.

Authorization to do Preliminary Engineering Work

If prior rights are determined and Pima County decides to utilize Federal aid for design but before the r-u spends any money on an estimate or design, Pima County shall request permission from FHWA through ADOT Utility and Railroad Engineering Section (U&RR). Upon receiving a separate PR-1240 for each r-u from FHWA, Pima County must authorize each r-u to start design and estimate (Preliminary Engineering) work. Only Preliminary Engineering work performed after FHWA has issued a PR-1240 for Preliminary Engineering for the specific r-u will be eligible for reimbursement.

All agreements utilizing federal-aid for relocation will be entered into and all r-u relocation work will be accomplished in accordance with 23 CFR Parts 1401, "Reimbursement for Railroad Work"; 645A, "Utility Relocations, Adjustments, and Reimbursements"; 645B, "Accommodation of Utilities"; and 646B "Railroad-Highway Projects".

Pima County is obligated by an InterGovernmental Agreement with the City of Tucson to include all Tucson Water and Pima County sewer line adjustments as a part of roadway projects.

Prior rights shall determine if Federal aid participation in the costs of these utility relocations is allowable. If Federal aid is not authorized, all r-u relocation cost in the roadway project cost shall be at Pima County's cost.

Costs for water line adjustments necessitated by Pima County improvement projects are shared equally with Tucson Water. Costs for sewer adjustments will be a Pima County cost.

Improvements (upgrades) to Tucson Water facilities within the project limits may be accomplished under the roadway contract, but, paid for by Pima County and reimbursed by Tucson Water.

Authorization to do Relocation Work

If Pima County desires Federal aid for r-u relocation construction and prior rights are determined, Pima County will request from FHWA, through U&RR, a second Form PR-1240 for construction of each r-u relocation. This second PR-1240 request must have the cost estimate for the relocation included for each r-u to be reimbursed. The r-u relocation plans and cost estimate shall be completed and approved by the Director in order to submit for authorization.

Utility Clearance Letter

Prior to the advertising for bids on a roadway project, the Utility Coordinator will issue to the Contract Administrator a Utility Clearance Letter certifying that all utilities have been relocated or that arrangements for relocation have been completed, the date each r-u will be cleared and that all State and Federal regulations have been met.

The Utility Clearance Letter will include the name of the contact person and phone number for each r-u on the project, the condition imposed by each r-u and when each r-u will be cleared. The information on the Utility Clearance Letter will be included in the Special Provisions of the project contract documents.

PCDOT will include, in the contract documents, a description of the r-u company relocation work to be accomplished, whether prior to or during project construction, and this information will be submitted to the r-u companies for review and comment prior to publication. Should a project require roadway construction adjacent to or across railroad right-of-way, insurance requirements for the railroad shall be included in the construction documents as well as the necessary railroad right of entry application.

Payment

Relocation work, required under agreements between Pima County and the r-u, will be paid for by agreed unit price or force account.

V. RIGHT-OF-WAY

PCDOT will determine at an early stage in the development of a project if additional right-of-way will be required for the proposed construction. ADOT will supply assistance as necessary to Pima County for all right-of-way functions and may monitor PCDOT's right-of-way activities to ensure compliance with State and Federal regulations.

Responsibility and Procedures

It will be the responsibility of PCDOT to obtain the right-of-way for a project. All right-of-way functions, shall be accomplished in accordance with PCDOT Administrative Procedure for Acquisition of Real Property.

Certificate of Clearance

After the acquisition is complete and prior to the advertising of a roadway project for construction, the Pima County Public Works Department, Department of Transportation, Real Property Division will issue to the Contract Administrator a right-of-way certificate of clearance certifying that all required rights-of-way have been acquired and that all State and Federal regulations have been met.

Authorization

Authorization by FHWA, through ADOT, will be required when the right-of-way functions are a federal participating project cost. Acquisition includes relocation and property management, if necessary.

It is not necessary to submit right-of-way plans to ADOT on projects administered under Certification Acceptance.

Encroachments

Both existing and new right-of-way shall be free of encroachments before the project is advertised for bid. Either fee simple or easement rights shall be acquired for the necessary rights-of-way, in accordance with the Arizona Revised Statutes. New utility installations within existing or proposed right-of-way will be in accordance with applicable 23 CFR 645B, "Accommodation of Utilities." The use by utilities of the highway rights-of-way will be reasonably regulated in accordance with the Arizona Revised Statutes and under the general terms of the Pima County encroachment permit.

VI. ADVERTISING AND AWARD OF CONTRACT

The advertising of bids and the award of contracts for construction of projects administered under Certification Acceptance shall be in accordance with existing State and Federal regulations. No project shall be advertised for bid until the Director has approved the Plans, Specifications, and Estimates (P.S. & E.) and any addenda for that project. Alternate bidding procedures may be used when more than one alternate is judged equal over the design period. The potential for using alternates shall be developed during project development through design studies and value engineering analysis. Advertisements for bids may not contain add alternatives nor incentive/disincentive provisions for early completion of the construction project or designated phases. Guaranty and warranty clauses shall be in conformance with 23 CFR 635.413

Copies of the P.S. & E. will be furnished to ADOT or FHWA upon request.

Advertising

Advertisement for bids shall be in accordance with Arizona Revised Statute (A.R.S.) Section 18-217. The minimum period of advertisement for bids shall be three weeks.

Award of Contract

Contracts for the construction of projects administered under Certification Acceptance shall be awarded under the provisions of A.R.S. Section 18-217. If a responsible bidder (bidder) disputes a potential award to another bidder, the bidder may forward a letter of protest to PCDOT. If PCDOT continues to recommend against awarding the contract to the bidder, the bidder may request a hearing before the Board of Supervisors to present the bidders' objection to PCDOT's recommendation. If the bidder fails to persuade the Board of Supervisors to alter the recommendation, then the bidder may file a Special Action in Pima County Superior Court prior to award of the contract by the Pima County Board of Supervisors.

VII. CONSTRUCTION

Construction projects administered under Certification Acceptance shall be constructed in accordance with the Standard Specifications for Public Improvements, Pima County/City of Tucson, latest edition including special provisions and the ADOT Construction Manual.

Independent Review

Independent reviews of contract administration under Certification Acceptance will be the responsibility of the Director. The Pima County Public Works Department, Department of Transportation, Field Engineering Division Manager (Field Engineering Division Manager) will be responsible for assigning competent engineers and technicians to administer construction contracts under Certification Acceptance. Independent reviews will conform to the PCDOT Independent Construction Inspection Review Program. ADOT will conduct process reviews of the contract administration.

Materials

Materials used in the construction of projects under Certification Acceptance will be sampled and tested in accordance with the ADOT Materials Manual and the Standard Specifications for Public Improvements, Pima County/City of Tucson, latest edition. The project acceptance sampling and testing shall be performed by the Pima County Department of Public Works, Department of Transportation, Field Engineering Division, Materials Laboratory.

Independent assurance samples and tests shall be performed by the ADOT District Laboratory who have no direct responsibility for acceptance sampling and testing using test equipment other than that assigned to the project. The central laboratory services shall be provided by the Pima County Department of Public Works, Department of Transportation, Field Engineering Division Materials Laboratory, which shall continue to be included in a regular laboratory inspection and comparative sampling testing program such as that provided by the National Reference Laboratories or a comparable laboratory approval process acceptable to FHWA.

Statements and Affidavits

Contractors shall submit all statements and affidavits as required by Federal regulations. PCDOT will ensure labor compliance with State and Federal requirements by conducting reviews in accordance with 23 CFR 230D, "Construction Contract Equal Opportunity Compliance Procedures" and according to the FHWA Field Operations Handbook, Chapter 15.

Supplemental Agreements

Supplemental agreements on Certification Acceptance projects shall be executed in accordance with the procedures established in the ADOT Construction Manual and according to the direction given through related Construction Bulletins. Signature authority for Federal participation under Certification Acceptance shall rest with the Director.

Claims

All claims resulting from construction projects shall be addressed in accordance with the requirements contained in 23 CFR 635.124 and 23 CFR 140E. The Standard Specifications for Public Improvements, Pima County/City of Tucson, latest edition shall be utilized in processing claims for additional compensation.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

PCDOT will comply with State and Federal requirements regarding equal employment opportunity on all projects administered under Certification Acceptance. PCDOT will utilize portions of ADOT programs as implemented by the ADOT Affirmative Action Office (ADOT - AAO). The remaining portions will be administered by ADOT - AAO.

Construction Contracts

All contracts for construction work shall include all applicable sections of 23 CFR 230A, "Equal Employment Opportunity on Federal and Federal-Aid Construction Contracts (Including Supporting Services)," dated December 9, 1991, with all subsequent amendments and revisions thereto.

Provisions set forth in Part I, "Contractor Compliance," of Appendix A of 23 CFR 230C, "State Highway Agency Equal Employment Opportunity Programs," dated December 9, 1991, and included in ADOT's Permanent Program Plan for the External Equal Employment Opportunity Program, approved on September 30, 1991, along with subsequent amendments and revisions thereto, shall be adhered to. This program will continue to be administered by ADOT - AAO.

Reviews

ADOT will conduct reviews to assure contractor compliance in accordance with 23 CFR 230D, "Construction Contract Equal Opportunity Compliance Procedures", dated December 9, 1991, along with subsequent amendments and revisions thereto.

Equal Employment Opportunity

Provisions set forth in 23 CFR 200 "Title VI Program and related Statutes-- Implementation and Review Procedures," and included in ADOT's Permanent Program Plan for the Title VI Program, approved on September 30, 1991, along with subsequent amendments and revisions thereto, shall be adhered to. This program will continue to be administered by ADOT - AAO.

Minority Involvement

Provisions set forth in 49 CFR Part 23, "Participation by Minority Business Enterprise in Department of Transportation Program," and included in ADOT's Permanent Program Plan for the Disadvantaged Business Enterprise Program, approved on September 30, 1991, along with subsequent amendments and revisions thereto, shall be adhered to. This program will be administered as follows:

1. Project Certification - ADOT - AAO.

2. Contract Administration:

- i. Annual DBE goals will be established by PCDOT and reviewed by ADOT - AAO.
- ii. Project Goals will be set by ADOT - AAO.
- iii. Contract Specifications will be set by ADOT - AAO.
- iv. Field Compliance will be done by Pima County Public Works Department, Engineering and Technical Services Department, Field Engineering Division.
- v. End of Project Compliance will be done ADOT - AAO.

Internal Affirmative Action

Provisions of the Pima County Affirmative Action Plan dated June 18, 1991 shall be adhered to.

IX. FINAL ACCEPTANCE

It shall be the responsibility of PCDOT to ensure that all construction done under Certification Acceptance is in accordance with the standards and procedures outlined in this Program .

Inspection

PCDOT shall notify FHWA and ADOT when a project is complete and ready for final inspection. Final inspection of the completed project shall be conducted by the Field Engineering Division Manager. Final acceptance of the completed project shall be made by the Director. Acceptance shall be granted when it has been determined that the construction is in substantial conformance with the plans and specifications. PCDOT will forward to ADOT and FHWA a copy of the Director's letter to the contractor which states that the project has been completed and accepted by PCDOT.

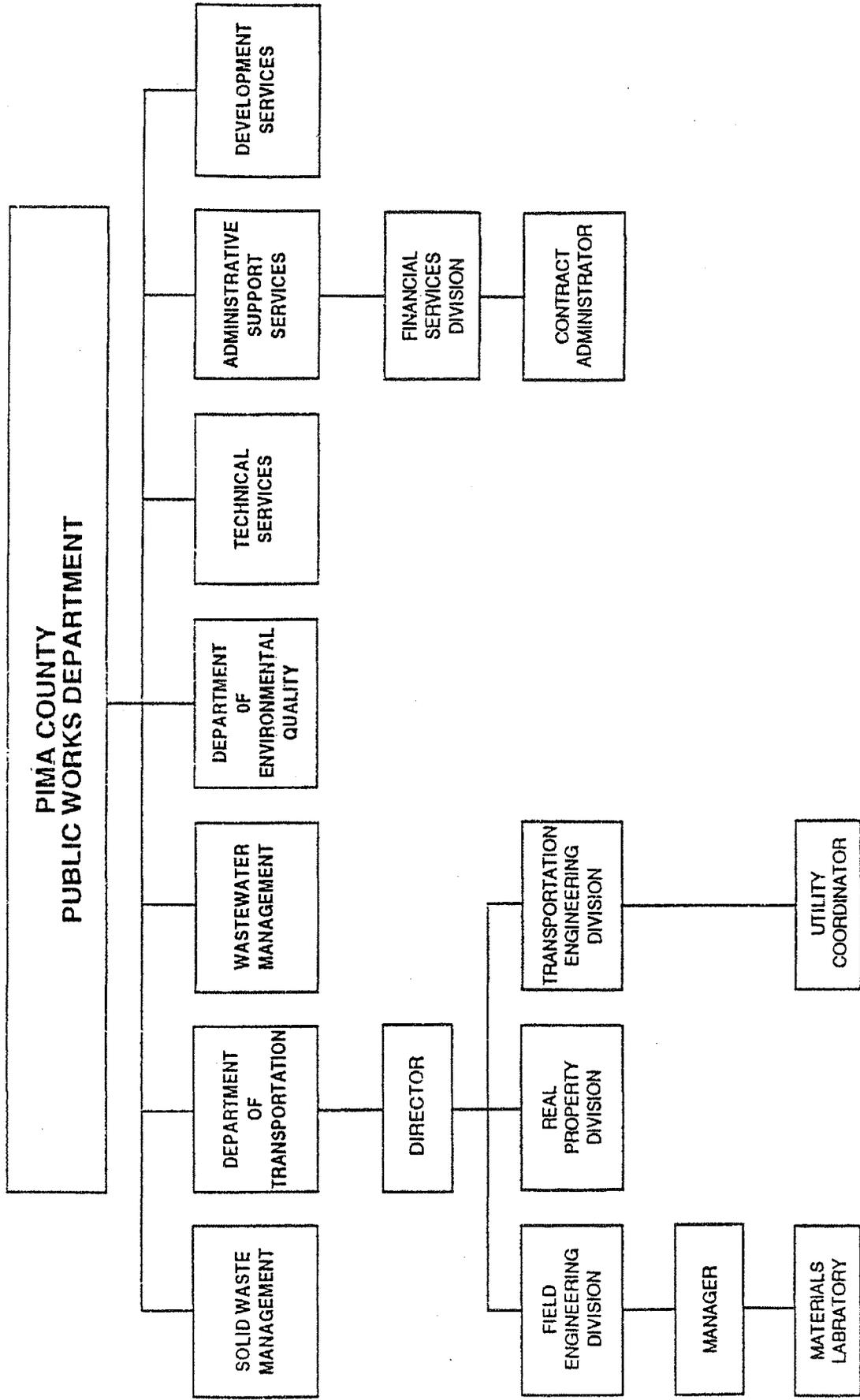
Retention of Records

PCDOT will retain project records in accordance with the retention schedule outlined in 23 CFR 17, "Recordkeeping and Retention Requirements for Federal-Aid Highway, records of State Highway Agencies."

Final Vouchers

Final vouchers submitted through ADOT to FHWA shall certify that the plans, design, and construction for the project were in accord with the standards and procedures outlined in Certification Acceptance.

CERTIFICATION ACCEPTANCE PROGRAM ORGANIZATION CHART



ATTACHMENT 4

Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
4BFALC - River Road: La Canada Dr to Fifteenth Ave	-	-	44,856	44,856	1997-98
4TMAPP - Mountain Ave Bike/Pedestrian Bridge	52,000	-	40,274	92,274	1997-98
4TPSIM - Ina at Mona Lisa Rd. Intersection	-	-	509,736	509,736	1997-98
4TVADM - Valencia Rd Realignment @ D-M Airbase	-	-	12,044	12,044	1998-98
4ADDWN - DOT-35 Abrego Drive at Drainageway No. 1	-	150,000	-	150,000	1998-99
4AAMP - Ajo AP Master Plan	-	-	29,377	29,377	1998-99
4FSULL - Sullinger Avenue Storm Drain	-	-	135,787	135,787	1998-99
4RDDIM - Roadway Drainage Improvements A	-	-	92,998	92,998	1998-99
4TCHOL - La Cholla Blvd. & Rudasill Rd.	-	-	209,300	209,300	1998-99
4TDECK - Swan Rd. Bridge at Rillito River	-	-	724,621	724,621	1998-99
4TPSAD - Alvernon Way & Drexel Rd. Intersection	349,527	-	262,727	612,254	1998-99
CTR.4TCNGA - TR - Conestoga Tanque Verde EB Left Lane	4,035	121,511	5,454	131,000	1/15/1999
CTR.4ICTLN - TR - La Canada Trader Ln Pedestrian Crossing Beacons & Signs	1,093	32,936	1,479	35,508	1/27/1999
4AVAMP - Avra Valley AP Master Plan	-	-	123,413	123,413	1999-00
4AVAPF - Avra Valley AP - Fire Suppression System	-	-	109,870	109,870	1999-00
4FSSRD - RDI: 4700 South Sunset Rd	-	-	15,901	15,901	1999-00
4IRVWV - RDI: Irvington Rd at Wyoming Wash	-	-	17,165	17,165	1999-00
4MFALW - RDI: Fairview Ave. - Limberlost	-	-	240	240	1999-00
4MNVVDI - Via Montana Vista	-	-	73,569	73,569	1999-00
4RWYGE - Right of Way General	-	-	159,378	159,378	1999-00
4TRLLR - DOT-03 River Road: La Cholla Blvd. to La Cañada Dr.	-	3,500,000	1,129,488	4,629,488	1999-00
4TTOGI - DOT-21 Thornydale Road: Orange Grove to Ina	-	999,999	2,052,353	3,052,352	1999-00
CTR.4TJENM - TR - Jensen Rd - Magee Rd Turn Lanes	10,258	308,971	13,868	333,097	1/28/2000
CTR.4LSUPR - TR - Lumber St PRR Crossing Roadway Improvements	1,180	35,527	1,594	38,301	3/6/2000
4A2304 - Avra Valley AP, Widen, Light Taxiway "A"	-	-	925,736	925,736	2000-01
4AIOPB - Ajo, Arizona Pedestrian Bridge	-	-	160,752	160,752	2000-01
4HATHO - Hardy Road & Thornydale Road	-	-	282,284	282,284	2000-01
4HDDOT - Highway Drive: Wastewater Management	-	-	598,956	598,956	2000-01
4SHANR - Shannon Road: Access to River Road	-	-	55,132	55,132	2000-01
4SOGCB - DOT-09 Skyline Drive: Orange Grove Rd to Campbell Ave	-	-	-	-	2000-01
4STFEP - City of South Tucson: 4th Ave Enhancement Project	500,001	-	710,681	1,210,682	2000-01
4STSAV - DOT-42 South Tucson, 6th Ave, various locations	-	4,978,148	76,985	5,055,133	2000-01
4TAVARB - Avra Valley Rd. Bridge at Santa Cruz	-	-	2,681,860	2,681,860	2000-01
4TPIST - DOT-38 Pistol Hill Rd, Colossal Cave to Old Spanish Trail	-	1,000,001	712,613	1,712,614	2000-01
CTR.4MAMLR - TR - Magee Rd Mona Lisa Rd WB Left Lane	5,304	159,759	7,170	172,233	2/14/2001
CTR.4RISWA - TR - River Rd to Swan Rd Geometry & Traffic Signal Mod	8,342	251,292	11,282	270,916	2/26/2001
CTR.4CULCB - TR - Curtis Rd & La Cholla Blvd Traffic Signals	8,610	259,303	11,637	279,550	2/28/2001
CTR.4LCBST - TR - La Cholla Blvd Sonoran Terrace Apts Turn Lanes	3,394	102,217	4,588	110,199	2/28/2001
4BRROG - First Avenue / River Rd to Orange Grove Rd	8,279,000	-	6,948,126	15,227,126	2001-02
4CCRO - DOT-34 Camino del Sol: Continental Rd to Ocotillo Wash	-	190,663	5,530	196,193	2001-02
4HLNCF - DOT-19 Hartman Lane (Design Only)	-	126,701	372	127,073	2001-02

Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
41WHSP - Ironwood Hills: Shannon to Painted Hills	-	-	279,889	279,889	2001-02
4SBCSH - DOT-28 Speedway Boulevard: Camino Seco to Houghton Road (COT-RTA-28)	-	581,669	17,771	599,440	2001-02
4SCVOG - DOT-08 Skyline Drive: Chula Vista to Orange Grove Road	-	387,876	-	387,876	2001-02
4TKPED - Pedestrian Overpass - Kino Baseball Facility	500,000	-	772,517	1,272,517	2001-02
4TPSNL - Twin Peaks: Sidewinder-Marana Town Limits	-	-	218,315	218,315	2001-02
4TRLCC - DOT-16 River Road: Shannon to La Cholla	3,666,165	862,028	419,081	4,947,274	2001-02
4VRIST - DOT-39 Valencia Rd. - South 12th Avenue Intersection	-	661,990	600,223	1,262,213	2001-02
CTR-4INSL - TR - Ina Rd & Silverbell Rd Town of Marana Geometry & Signal	2,009	60,468	2,712	65,189	3/1/2002
CTR-4KOVAL - TR - Kolb Rd to Valencia Rd Geometry & Traffic Signal Mod	18,594	560,079	25,140	603,813	3/1/2002
CTR-4SANEM - TR - Sandario Rd at Erleigh Rd Safety Improvements	1,567	47,220	2,120	50,907	3/28/2002
CTR-4ALHGS - TR - Alvernon Way Hughes Access Rd	5,410	162,954	7,315	175,679	6/17/2002
4AIAFP - Ajo AP Perimeter Fencing (Design Only)	150,000	-	15,403	165,403	2002-03
4DBPT1 - DOT-09 Skyline Drive: Chula Vista to Campbell (Phase 1 Design-Build)	-	5,916,600	9,119,258	15,035,858	2002-03
4FVLCS - Fairview-Limberlost Drainage Improvements: DOT Cost Share to FC-12	-	-	500,000	500,000	2002-03
4GLBAH - DOT-55 Golf Links Road / Bonanza Ave. to Houghton Rd.	-	1,800,892	900,389	2,701,281	2002-03
4GRORP - DOT-40 Grant Road: Oracle Road to Swan Road (COT-RTA-18)	-	348,224	-	348,224	2002-03
4ISNBF - DOT-26 Abrego Drive at I-19	-	4,468	-	4,468	2002-03
4PLRCT - DOT-42 Pelican Crossing Pedestrian Crosswalk	-	133,770	2,068	135,838	2002-03
4SLRYA - Swan Road: Los Reales to Valencia Road	-	-	86,489	86,489	2002-03
4ST43A - DOT-43 S. 12th Ave. Los Reales Road to Lerdo Road	-	6,220,450	669,683	6,890,133	2002-03
4TRCTT - DOT-15 River Road: Thornydale Road to Shannon Road	4,374,999	4,000,000	878,622	9,253,621	2002-03
4TSGKR - DOT-33 Sabino Canyon at Kolb	-	3,399,999	3,003,245	6,403,244	2002-03
CTR-4LCBRR - TR - La Cholla Blvd & Rudasill Rd Traffic Signal	3,613	108,822	4,884	117,319	7/1/2002
CTR-4INSHA - TR - Ina Rd Shannon Rd Geometry & Traffic Signal Modificatio	573	17,260	776	18,609	11/11/2002
CTR-4ADRMS - TR - Drexel Rd & Mission Rd Upgrade Traffic Signal	3,936	118,565	5,323	127,824	2/28/2003
CTR-4DRPVR - TR - Drexel Rd Palo Verde Rd Intersection Traffic Signals	5,889	177,421	7,966	191,276	4/1/2003
CTR-4OGCOR - TR - Orange Grove Rd Corona Dr to Oracle Rd Phase 1	-	1,126,002	653	1,126,655	4/30/2003
CTR-4SUNSC - TR - Sunrise Dr Sabino Canyon Traffic Signal	4,619	139,109	6,244	149,972	6/27/2003
4AJCCA - DOT-13 Ajo: Country Club to Alvernon	-	3,341,123	3,417,005	6,758,128	2003-04
4MDUST - Dust Control Surfacing	-	-	1,579,010	1,579,010	2003-04
4NHRLI - Nogales Highway: Los Reales to I-19	-	-	2,558,109	2,558,109	2003-04
4SRIME - Shannon Rd: Ina Rd to Magee Rd	-	-	7,699,166	7,699,166	2003-04
4STBKL - Old Spanish Trail Bike Lanes	256,945	-	291,923	548,868	2003-04
4TVABP - Veterans Hospital Bike Path Connection	500,000	-	353,634	853,634	2003-04
CTR-4ICATR - TR - Ina Rd & Cmno de la Tierra Traffic Control Appurtenance	48	1,459	66	1,573	7/11/2003
CTR-4INAML - TR - Ina Rd & Mona Lisa Rd Traffic Control Appurtenances	48	1,459	66	1,573	7/11/2003
CTR-4PVLTS - TR - Palo Verde Lighting Project Phases I, II & III	9,177	276,408	12,407	297,992	8/28/2003
CTR-4LGHHT - TR - Pima County Transportation Illumination Project	1,240	37,330	1,675	40,245	10/20/2003
CTR-4MRVAL - TR - Mark Rd & Valencia Rd Traffic Signal	3,068	92,431	4,150	99,649	11/20/2003
CTR-4PYCDO - TR - Cmno de Oeste Tetakusim to Los Reales Pasqua Yaqui	16,711	503,300	22,587	542,598	12/31/2003
CTR-4ASARR - TR - Ajo Intersection Lighting SR85	461	13,849	621	14,931	1/16/2004

Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
CTR.4DBSAF - TR - Skyline Dr Widening Improvement	50,246	1,381,817	67,937	1,500,000	1/19/2004
CTR.4CDLTV - TR - Cmo de la Tierra at Valencia Rd Traffic Signal	2,574	77,539	3,481	83,594	2/27/2004
4AAART - Ajo AP, Access Road/Taxiway Paving	197,492	-	79,593	277,085	2004-05
4BRVCS - DOT-01 River Road: First to Campbell Ave	-	15,500,000	6,468,506	21,968,506	2004-05
4CIENH - Cienega High School Drive Improvements	-	-	49,954	49,954	2004-05
4DBSKY - DOT-09 Skyline Drive: Chula Vista to Campbell (Phase 2 Design-Build)	-	2,898,821	4,467,953	7,366,774	2004-05
4LCIMR - DOT-45 La Cholla Blvd: Omar Drive to McGehee Road - 45a	-	6,757,539	3,077,589	9,835,128	2004-05
4LCLQI - DOT-51 La Canada/Las Quintas Hwy Drainage	-	1,499,999	26,915	1,526,914	2004-05
4LINVI - Linda Vista: West of Thornydale Pedestrian Improvements	-	-	125,415	125,415	2004-05
4MLPXS - Phoenix Avenue: Summerhaven	-	-	1,009,148	1,009,148	2004-05
4MRWSP - Overlay: Swan/Ruthrauff	-	-	922,251	922,251	2004-05
4TSUSE - DOT-02 Sunrise Drive: Swan to Craycroft A	-	4,999,999	10,305,331	15,305,330	2004-05
4TTICF - DOT-22 Thornydale: Ina to Cortaro Farms	-	1,000,001	15,772,737	16,772,738	2004-05
CTR.4DVIEW - TR - Valencia Rd at Desert View HS Median Signal & Prkng Imp	-	514,542	-	514,542	8/12/2004
CTR.4DMRRA - TR - Duval Mine Rd Rio Altar Left Turn Lane	5,858	176,460	7,922	190,240	9/27/2004
CTR.4VDVHS - TR - Valencia Rd at Desert View HS Median & Signal Imprvmt	282	8,501	381	9,164	11/1/2004
CTR.4KNSAN - TR - Kinney Rd & Sandario Rd Drainage & Straightening	13,566	408,633	18,342	440,541	11/30/2004
CTR.4SVSWT - TR - Silverbell Rd & Sweetwater Intersection Signal	7,609	229,191	10,287	247,087	12/29/2004
CTR.4CCASLS - TR - Campbell Ave Lighting Sidewalk Improvements	1,078	32,465	1,457	35,000	1/24/2005
CTR.4OOGTOR - TR - Orange Grove Rd Thornydale Rd to Oracle Rd	-	268,569	-	268,569	5/2/2005
CTR.4LCHOS - TR - La Cholla Blvd Hospital Dr Traffic Signal	4,009	120,747	5,420	130,176	5/27/2005
CTR.4PPICAK - TR - Picture Rocks Rd at Van Ark Intersection Analysis	260	7,820	349	8,429	6/20/2005
CTR.4LCCORV - TR - La Canada Calle Concordia to Lambert Ln - OV portion	-	4,009,883	214,752	4,224,635	6/30/2005
CTR.4RVTOC - TR - River Rd at Pontatoc Rd Signal & Realignment	28,316	852,902	38,282	919,500	6/30/2005
4CIMID - Cimarron Foothills Improvement District	-	-	116,139	116,139	2005-06
4CSMTB - Camino del Sol: Continental Rd to Mission Twin Buttes	-	-	204,660	204,660	2005-06
4GHHWY - General Hitchcock Hwy - Infrastructure Repairs	3,999,999	-	428,500	4,428,499	2005-06
4HGSAH - Houghton Rd & Sahuarita Rd Intersection	-	-	42,850	42,850	2005-06
4HRCDT - Houghton Rd: Camino del Toro Intersection	-	-	870,576	870,576	2005-06
4HRITA - Houghton Road / I-10 Access	-	-	479,724	479,724	2005-06
4PLCSF - Pelican Crossing: 6th Avenue at 26th Street	-	-	210,609	210,609	2005-06
4PVVIM - DOT-52 Palo Verde Rd, Gas Road to 44th street	-	1,300,000	159,297	1,459,297	2005-06
4XASPF - Aspen Fire Recovery Land Acquisitions	-	-	2,321	2,321	2005-06
CTR.4RCSMC - TR - Rancho Catalina Subdivision Magee Rd Connection	92	2,759	123	2,974	7/29/2005
CTR.4CCADRX - TR - Cardinal Drexel Intersection Improvements	23,122	696,456	31,260	750,838	7/31/2005
CTR.4MAGTH - TR - Magee Rd & Thornydale Traffic Signal	9,145	275,468	12,365	296,978	9/1/2005
CTR.4LCLL - TR - La Canada Dr Ina Rd to Calle Concordia PC Portion	-	3,914,559	209,646	4,124,205	10/30/2005
CTR.4TVMEM - TR - Veterans Memorial Overpass	16,848,534	-	8,497,066	25,345,600	11/15/2005
CTR.4GATES - TR - Gates Pass Rock Removal	20,745	624,891	28,050	673,686	12/30/2005
CTR.4TVDLP - TR - Tanque Verde Rd Tanque Verde Loop Left Turn Lane	17,772	535,354	24,032	577,158	1/20/2006
CTR.4SPPHA - TR - Speedway Painted Hills to Anklam Roadway Realignment	4,785	144,140	6,471	155,396	1/26/2006

	Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
CTR.4ASHAOV	- TR - Shannon Rd & Overton Rd Traffic Signal	22,913	690,162	30,977	744,052	2/28/2006
CTR.4TBRVX	- TR - Railroad Crossing Twin Buttes Rd	111	3,362	151	3,624	4/17/2006
CTR.4FAROG	- TR - Fairview Ave & Roger Rd Geometry & Traffic Signal	53	1,610	73	1,736	5/26/2006
CTR.4ITSO	- TR - Intelligent Transportation System Fiber Optic Cable	284	8,545	383	9,212	6/30/2006
CTR.4LCHOV	- TR - La Cholla Blvd & Overton Rd Signal Traffic Planning	6,603	198,895	8,928	214,426	6/30/2006
CTR.4OGTCD	- TR - Orange Grove Rd Thornydale Rd to Corona Dr Phase 2	-	2,896,150	1,843	2,897,993	6/30/2006
4AHGLB	- Aviation/ Golf Links Bike Path Connection	113,159	-	89,230	202,389	2006-07
4CATBL	- Catalina Highway Bike Lanes	458,572	-	399,569	858,141	2006-07
4CNODA	- Camino Ojo de Agua Improvement District	-	-	227,426	227,426	2006-07
4FEFAN	- Fennimore and Tranque Verde Road HAWK Flasher System (RTA Safety)	-	-	89,944	89,944	2006-07
4OGLZA	- Camino La Zorraia and Orange Grove HAWK Flasher System (RTA Safety)	-	-	150,421	150,421	2006-07
4OGLTC	- Overlay: Orange Grove: Thornydale Rd to La Cholla Blvd	-	-	535,677	535,677	2006-07
4RTIWR	- Ina Rd at Wade Rd Intersection (RTA Safety)	-	-	141,701	141,701	2006-07
4RTLCO	- La Cholla Blvd & Overton Road Signal (RTA Safety)	-	-	997,750	997,750	2006-07
4RTMVS	- Tohono Oodam -Mission Road and Valencia Road Signal Lane Improvements (RTA Safety)	-	-	125,675	125,675	2006-07
4RTSTT	- Soldier Trail at Tanque Verde Rd Intersection (RTA Safety)	-	-	370,062	370,062	2006-07
4RTVBH	- Valencia Road/Benson Highway Intersection (RTA Safety)	-	-	436,370	436,370	2006-07
CTR.4VMWTT	- TR - Valencia Rd & Mission Rd Signal	51	1,549	69	1,669	8/22/2006
CTR.4INAWD	- TR - Ina Rd & Wade Rd Intersection Improvement Planning	1,684	50,726	2,277	54,687	8/30/2006
CTR.4CCVLC	- TR - Cmno Casa Verde & La Canada Rd Traffic Signal	29,154	878,125	39,414	946,693	12/15/2006
CTR.4PICSN	- TR - Picture Rocks Rd at Sandario Rd Traffic Analysis	67	2,010	90	2,167	12/28/2006
CTR.4T5IMP	- TR - Traffic Signal Improvements County Wide Misc	841	25,317	1,137	27,295	1/23/2007
CTR.4SRCRK	- TR - Sunrise Dr & Craycroft Rd Intersection	-	6,853,787	36,506	6,890,293	5/15/2007
CTR.4AWRRF	- TR - Alvernon Way River Rd to Ft Lowell Rd	-	3,011,070	5,738,493	8,749,563	5/30/2007
CTR.4ANOGHU	- TR - Nogales Highway & Hughes Access Rd Traffic Signal	7,700	231,914	11,053	250,667	5/31/2007
CTR.4TCHIT	- TR - Cortaro Farms Rd UPRR to Cmno de Oeste Marana Portion	-	10,167,113	1,415,364	11,582,477	5/31/2007
CTR.4KRSCS	- TR - Kolb Rd Sabino Canyon Rd to Sunrise Dr	-	2,852,078	19,976	2,872,054	6/30/2007
4BLVCW	- Valencia Rd Bike Lanes - Craycroft to Wilmot	-	-	86,522	86,522	2007-08
4BLVWK	- Valencia Rd Bike Lanes - Wilmot to Kolb	-	-	96,993	96,993	2007-08
4CHTVH	- DOT-30 Catalina Hwy: Tanque Verde Rd. to Houghton Rd.	-	6,200,001	2,875,130	9,075,131	2007-08
4DNINGF	- Dodge Blvd Neighborhood Improvement	-	-	38,225	38,225	2007-08
4ISNFC	- DOT-25 I-19 SB Frontage Road at Continental Rd	-	999,999	2,195,062	3,195,061	2007-08
4MLREP	- Mt. Lemmon Hwy Repairs MP 9.8 to 10.5	-	-	53,659	53,659	2007-08
4MMILIC	- Magee Rd. Mona Lisa to La Cholla intern capacity and safety improve	-	-	194,365	194,365	2007-08
4MTLMS	- DOT-54 Mt. Lemmon Shuttle Parking	-	1,779,561	510,484	2,290,045	2007-08
4RTCOT	- Camino de Oeste at Tetakusim HAWK Flasher (RTA Safety)	-	-	321,003	321,003	2007-08
4RTFES	- Fruchthendler Elementary School Walking Paths	-	-	428,202	428,202	2007-08
4RTKBL	- Kolb Road Bike Lane Project (RTA)	-	-	455,212	455,212	2007-08
4SRWSR	- Overlay: Sunrise Drive: Campbell to Swan Road	-	-	1,524,459	1,524,459	2007-08
4VAWIL	- Valencia and Wilmot Road Intersection Improvements and Signal (RTA Safety)	-	-	320,941	320,941	2007-08
4XHHRD	- Hayhook Ranch Road Improvement District	-	-	1,770,368	1,770,368	2007-08

Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
CTR.44CWIRX - TR - Railroad Crossing Contractors Way & Illinois St	189	5,718	1,193	7,100	9/10/2007
CTR.44CWMRX - TR - Railroad Crossing Contractors Way & Michigan St	156	4,715	212	5,083	9/10/2007
CTR.44RUAGE - TR - Rudsill Rd at Genematas Dr Realignment & WB Left Lane	8,361	251,868	11,306	271,535	11/30/2007
CTR.44ABCON - TR - Abrego Dr & Continental Rd Geometry & Traffic Signal	39,276	1,183,004	53,099	1,275,379	2/25/2008
CTR.44PGNAP - TR - Pueblo Gardens Neighborhood Association Project	-	83,908	-	83,908	3/31/2008
CTR.44RVTF - TR - River Rd Tanuri Dr to Flagstaff Pl Roadway Realignment	4,426	133,309	5,983	143,718	5/26/2008
CTR.44CRSD - TR - Craycroft Rd River Rd to Sunrise Dr	-	13,307,022	18,497,671	31,804,693	5/30/2008
CTR.44MBTLT - TR - Mainsail Blvd & Twin Lakes Dr 27 Wash Vicinity	-	240,643	6,743	247,386	6/30/2008
44BLTTS - Tangerine Rd Bike Lanes Thornydale-Shannon	-	-	1,805	1,805	2008-09
44BLVAC - Valencia Rd Bike Lanes - Alvernon to Craycroft	-	-	787,997	787,997	2008-09
44CCTST - DOT-12 Country Club Road, 36th Street to Milber	-	11,792,152	618,523	12,410,675	2008-09
44CRIR - DOT-45 La Cholla Blvd: River Road to Omar Drive - 45b	-	11,242,462	5,164,194	16,406,656	2008-09
44RTLCR - La Cholla/River Road Intersection Improvements	-	-	1,207,339	1,207,339	2008-09
44TRCA - DOT-04 River Road: Campbell Ave to Alvernon Way	-	16,488,928	9,113,173	25,602,101	2008-09
44TRVEN - DOT-27 River Road at Ventana Canyon Wash	-	744,195	16,159	760,354	2008-09
44TSTAR - DOT-43 So. 12th Avenue: 44th Street Gateway Intersection (10th Ave. & 44th Str	-	3,327,550	458,881	3,786,431	2008-09
44TWETM - DOT-14 Wetmore/Ruthrauff Rd: La Cholla-Fairview	11,610,000	7,800,001	5,589,496	24,999,497	2008-09
44VMCLT - DOT-17 Valencia Road: Mark Road to Camino de la Tierra	-	5,799,999	13,622,081	19,422,080	2008-09
44VRMRI - DOT-49 Valencia Road / Mission Rd. to I-19	-	-	9,516,019	9,516,019	2008-09
CTR.44OGSBI - TR - Orange Grove Silverbell Rd Intersection Improvements	-	6,766,363	5,447,272	12,213,635	2008-09
CTR.44SSSRI - TR - Sunset Rd Sunray Intersection Improvements	3,518	1,337,266	985,027	1,343,927	7/1/2008
CTR.44PARVC - TR - Park Villa Castitas	-	67,180	3,819	1,344,603	7/1/2008
CTR.44DTBAW - TR - Drexel Rd Tucson Blvd to Alvernon Way	-	-	42,580	67,180	11/13/2008
CTR.44RTHSH - TR - Houghton Rd & Saharita Rd Intersection Improvements	-	-	4,211,257	42,580	12/31/2008
CTR.44SITP - TR - Project Planning Previous to FY 2003-04	-	-	4,211,257	4,211,257	6/9/2009
CTR.44LCBOM - TR - La Cholla Blvd - Omar Dr	37	42,795	-	42,795	6/27/2009
CTR.44TSPRE - TR - Traffic Signal Preemption Program	322	9,697	50	1,206	6/30/2009
CTR.44VRISP - TR - Colossal Cave Rd Acacia School to Old Vail Rd	-	-	435	10,454	6/30/2009
CTR.44BLCCI - TR - Country Club Rd Bike Ln Irvington to Valencia Rd	-	-	1,487,938	1,487,938	6/30/2009
CTR.44RTFWW - TR - Flowing Wells - Wetmore Intersection Improvements	-	-	208	208	7/30/2009
CTR.44RTCCR - TR - Cmno del Sol Continental Roundabout	-	-	32,776	32,776	7/30/2009
CTR.44RTCVV - TR - Cmno Verde - Valencia Rd Intersection Improvements	-	-	887,397	887,397	10/31/2009
CTR.44CAST - TR - Cmno Loma Alta Old Spanish Trail to Colossal Cave Rd	-	-	622,819	622,819	12/20/2009
CTR.44RTALR - TR - Alvernon Way Los Reales Signal	-	-	2,195,045	2,195,045	1/22/2010
44BLCCS - Continental Rd Bike Lanes:Camino Del Sol to La Canada	-	-	701,020	701,020	6/30/2010
44BLEHO - Escalante Bike Lanes:Houghton-Old Spanish Trail	-	-	168,830	168,830	2009-10
44BLFBO - Freeman Rd Bike Lanes-Broadway to Old Spanish Trail	-	-	317,577	317,577	2009-10
44DBLVD - Dodge Blvd: Ft Lowell Rd to River Rd Bike Lanes and Sidewalks	496,241	-	443,826	443,826	2009-10
44EWRDP - Edwin Road	-	-	714,188	1,210,429	2009-10
44INCRI - Canoa Road Interchange	-	-	1,130,424	1,130,424	2009-10
	-	-	6,038,251	6,038,251	2009-10

Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
4RTBAT - Traffic Signal Battery Back-up System	-	-	252,333	252,333	2009-10
4RTCAS - Campbell Avenue/Skyline Widening (Camino Luz)	-	-	540,890	540,890	2009-10
4RTHCS - Curtis/Shannon HAWK	-	-	286,010	286,010	2009-10
4RTPVC - Palo Verde Corridor (3) bus pullouts	-	-	193,013	193,013	2009-10
4RTVMI - Palo Verde/Michigan/Coach Drive Intersection Improvements	-	-	221,807	221,807	2009-10
4SSVSP - Sunset Villa Sidewalk/Pedestrian Enhancement	496,610	-	612,108	1,108,718	2009-10
4SWCLC - Continental Sidewalks-La Canada to PCC entrance	-	-	76,055	76,055	2009-10
4TNRBB - Rose Neighborhood (DOT Portion)	-	-	305,000	305,000	2009-10
CTR-4BLTVP - TR - Tanque Verde Bike Lanes Powderhorn-Fennimore	-	-	517,287	517,287	9/30/2010
CTR-4RITSCB - TR - Sabino Canyon Rd Bridge Deck Rehabilitation	598,174	-	410,887	1,009,061	9/30/2010
CTR-4RITCS - TR - Ina Rd Corridor Signal Timing	-	-	234,539	234,539	10/31/2010
CTR-4RTWIR - TR - Traffic Signal Wireless Communication System	-	-	1,017,171	1,017,171	10/31/2010
CTR-4HMSIM - TR - Hohokam Middle School Bike Lane Pathways & Landscape	434,225	-	221,504	655,729	12/31/2010
CTR-4INFRCL - TR - I-19 Frontage Rd Continental Rd to Canoa Rd	-	3,653,001	19,962,245	23,615,246	2/28/2011
CTR-4PPPPC - TR - Pavement Preservation Project	5,139,084	-	194,217	5,333,301	2/28/2011
CTR-4SRGCR - TR - Sunrise Dr Craycroft Rd to Kolb Rd	-	12,009,179	230,585	12,239,764	2/28/2011
CTR-4PPDWE - TR - Picture Rock & Desert Winds Enhancements	500,000	-	621,102	1,121,102	3/1/2011
CTR-4PCRSB - TR - Picture Rocks Rd & Sandario Beacon	-	38,231	-	38,231	5/5/2011
CTR-4PPPTO - TR - Pavement Preservation Package Tohono O'odam Nation	1,660,045	-	18,914	1,678,959	5/13/2011
CTR-4MCAFW - TR - Madera Canyon at Florida Canyon Wash	-	-	389,780	389,780	5/21/2011
CTR-4MCAWW - TR - Madera Canyon Rd at Medium Wash	-	-	399,421	399,421	5/21/2011
CTR-4OGARW - TR - Orange Grove Rd at Geronimo Wash	-	104,668	11,520	116,188	5/21/2011
CTR-4CEMSR - TR - Continental Elementary & Middle School Safe Routes	443,289	-	592,983	1,036,272	6/30/2011
CTR-4RTCTL - TR - Cmojo de Manana Tangerine to Linda Vista RTA02	-	-	2,000,000	2,000,000	6/30/2011
CTR-4RTMAR - TR - Marsh Station Bridge South Abutment Repair RTA39	-	-	167,509	167,509	6/30/2011
CTR-4RTMLO - TR - Mona Lisa - Orange Grove Intersection Improvements	-	-	56,702	56,702	6/30/2011
CTR-4TSBBB - TR - Silverbell Rd at Blanco Brawley Washes	-	-	416,637	416,637	6/30/2011
CTR-4BLBCS - TR - Bear Canyon Bike Lane Snyder to Indian Bend	-	37,126	829,149	866,275	7/30/2011
CTR-4BLVCM - TR - Valencia Rd Bike Lanes Cardinal to Mission Rd	-	-	435,891	435,891	7/30/2011
CTR-4IRMSN - TR - Irvington at Mission Rd	-	136,019	-	136,019	8/1/2011
CTR-4AVPRT - TR - Aviation Parkway Richey to Technical Dr	-	173,876	-	173,876	8/15/2011
CTR-4SWFWR - TR - Flowing Wells Sidewalks River Rd to Roger Rd	-	-	773,547	773,547	8/30/2011
CTR-4ARRIU - TR - ARRA Intersection Control & Crosswalk Renewal	1,215,369	-	20,189	1,235,558	9/1/2011
CTR-4GHHIR - TR - General Hitchcock Highway Infrastructure Repairs	-	-	15,722	15,722	9/19/2011
CTR-4CEDCA - TR - Cherry Ave Curbs & Sidewalks	-	170,000	-	170,000	9/30/2011
CTR-4RTCCI - TR - La Canada Ina Rd to Calle Concordia RTA11 (portion of)	-	4,031,889	21,711,603	25,743,492	9/30/2011
CTR-4SRTSD - TR - Safe Routes to School Demonstration Project	6,033	-	9,654	15,687	9/30/2011
CTR-4TVCHH - TR - Tanque Verde Rd Catalina Hwy to Houghton Rd RTA27	-	1,345,305	12,655,296	14,000,601	9/30/2011
CTR-4ICTR - TR - La Cholla Blvd Ruthrauff Rd to River Rd	-	1,656,000	16,580,062	18,236,062	10/31/2011
CTR-4IOSBP - TR - Ina Rd & Oracle Rd Suntran Bus Pullout	-	-	61,861	61,861	11/1/2011
CTR-4RTAWV - TR - Alvernon Way - Valencia Rd Intersection Improvements	-	-	2,539,174	2,539,174	12/22/2011

Programs	Federal Funding	Bond Funding	Other Funding	Total	Completion Date
CTR:4IWK2W - TR - Julian Wash Kolb Rd to Wilmot Rd	-	-	547,013	547,013	6/21/2012
CTR:4RPP12 - TR - Pavement Preservation Program FY 2012	-	-	4,994,054	4,994,054	6/30/2012
CTR:4STPCS - TR - South Tucson Pavement Chip Seal	-	1,049,461	-	1,049,461	6/30/2012
CTR:4RSRAC - TR - Agua Caliente Safe Routes to School	-	-	482,963	482,963	7/27/2012
CTR:4LEMISL - TR - Laguna Elementary Sidewalks Landscaping	341,384	-	836,133	1,177,517	8/3/2012
CTR:4RTGRB - TR - Golder Ranch Rd Bridge at CDO Wash RTA39	-	-	768,051	768,051	8/31/2012
CTR:4SRLWS - TR - Lulu Walker School SRTS	-	-	773,371	773,371	10/12/2012
CTR:4IWW2V - TR - Julian Wash Wilmot Rd to Valencia Rd	-	-	592,425	592,425	12/19/2012
CTR:4RTKMV - TR - Mt Shadow Ventana Signal	-	-	432,293	432,293	12/31/2012
CTR:4IWW2D - TR - Julian Wash Valencia Rd to Drexel Rd	-	-	663,568	663,568	1/14/2013
CTR:4COLRV - TR - Cmo de Oeste Los Reales Valencia Rd	-	-	2,935,404	2,935,404	1/25/2013
CTR:4RTPVL - TR - Palo Verde & Lincoln Hawk Signal & Crosswalk Phase 1	-	206,228	-	206,228	1/30/2013
CTR:4CCMIL - TR - Country Club Drexel to Milber Tucson Blvd Country Club	-	1,167,024	-	1,167,024	1/31/2013
CTR:4DREXL - TR - Drexel Country Club to I-10	-	1,025,514	-	1,025,514	1/31/2013
CTR:4RTVLS - TR - Valencia Rd Street Lighting Sidewalk & Widening	990,150	104,934	862,915	1,957,999	2/8/2013
CTR:4TIDAV - TR - Tucson Diversion Channel Country Club to Aviation	-	-	436,568	436,568	2/22/2013
CTR:4RRPAV - TR - Rillito Riverpark Paving Overlay	-	-	476,072	476,072	3/31/2013
CTR:4RTMIL - TR - Magee Rd Cortaro Farms Rd Mona Lisa to La Canada RTA07	-	-	24,124,587	24,124,587	4/30/2013
CTR:4BRIDG - TR - Salvaged Bridge Girders Sahuarita Road	-	-	229,659	229,659	6/3/2013
CTR:4MCTFL - TR - Magee Rd Cortaro Farms Rd Thornydale Rd to Mona Lisa	-	-	23,182,432	23,182,432	7/1/2013
CTR:4BLEAGL - TR - Alvernon Bike Lane Golf Links to Ajo	-	-	293,267	293,267	7/13/2013
CTR:4LEEST - TR - Julian Wash I-10 to Campbell East	-	-	648,223	648,223	8/28/2013
CTR:4MTCP - TR - Mt Lemmon Culvert Pipe Lining	996,979	-	16,360	1,013,339	12/26/2013
CTR:4RTIRO - TR - Ina Rd at Oracle Rd Intersection	-	-	5,893,699	5,893,699	12/30/2013
CTR:4AHNSL - TR - Alvernon Heights Neighborhood Solar St Light Project	-	200,625	-	200,625	12/31/2013
CTR:4SJMMSW - TR - Summerhaven Sidewalk	-	-	123,798	123,798	12/31/2013
CTR:4HSPSP - TR - Sahuarita Count Down Pedestrian Signals	25,846	-	3,652	29,498	2/24/2014
CTR:4IWP/K6 - TR - Julian Wash Greenway Park Ave to 6th Ave	-	574,205	300	574,505	2/28/2014
CTR:4ARCCBL - TR - Colossal Cave Bike Lanes	-	-	863,231	863,231	3/18/2014
CTR:4BLOGO - TR - Orange Grove Bike Lanes Oracle to Cmo La Zorrola	-	-	787,055	787,055	3/31/2014
CTR:4RPP13 - TR - Pavement Preservation Program FY 2013	-	-	14,999,999	14,999,999	6/27/2014
CTR:4MTLYD - TR - Mt Lemmon Storage Yard	922,243	-	30,250	952,493	6/30/2014
CTR:4NCTRP - TR - Neighborhood Transportation Improvements	-	666,064	-	666,064	6/30/2014
CTR:4SMSPD - TR - Safety Management Systems & Program Development	16,214	781,366	21,925	819,505	6/30/2014
CTR:4TADAI - TR - ADA Pedestrian Improvements	-	-	333,440	333,440	6/30/2014
CTR:4HDBPE - TR - Homer Davis Elementary Bicycle & Pedestrian Enhancement	1,125,459	489,489	739,592	2,354,540	8/6/2014
Total	67,698,122	239,020,280	390,961,855	697,680,257	

ATTACHMENT 5

SELECT DEVELOPMENT CHRONOLOGY
La Canada, Magee and Homer Davis Projects

	Date	Activity
LA	July 29, 2011	Letter to ADOT Statewide Project Management to request obligation of funding and authorization for advertisement.
LA	September 21, 2011	Authorization received for construction from FHWA – Arizona Division
MA	Feb 27, 2014	Letter from Bill Mellum to Jim Walker; re: Prosecution and Progress of the Work. Bill informs Select that the work on the project has not been proceeding in a manner in which PCDOT is comfortable with. It appears insufficient resources have been allocated to the project. Select was also informed that at the current rate of construction shown on the most recent CPM schedule, the project will not be completed in the allowed contract time and Select may face liquidated damages.
LA	Feb 27, 2014	Letter from Tom Kilargis to Jim Walker; re: Subcontractors/Suppliers Payment. Letter informs Select that PC has received complaints alleging Select is in arrears for payment of funds to subcontractors and suppliers. Monthly Progress Payments to Select will not be processed without proof of payment to all subcontractors and suppliers for which Select has been paid.
HD	Apr 15, 2014	Email from Tony to Jason, Blue Diamond. Tony explains that Jason should contact the bonding company for Select's non-payment for Jan, Feb and Mar invoices.
HD	Apr 18, 2014	Email from Tony to Jim Olson. Tony asks Jim to make sure a check is cut for Blue Diamond.
HD	Apr 22, 2014	Email forwarded by Jim Olson to Bill Mellum and Tony; Unconditional waivers were attached.
HD	Apr 24, 2014	Email from Jason, Blue Diamond to Tony. Jason states that payment was received for Jan and Feb, but not for Mar or retention which is now due.
LA	Apr 29, 2014	Letter from Jim Olson to Tom Kilargis; re: RFI Response to Time Delay Claim. Letter states that there has been significant delays related to receiving RFI responses in a timely manner. Jim states that if PC had responded to RFIs in a timely manner, the project would have been completed on time.
LA	May 5, 2014	Letter from Tom Kilargis to Jim Olsen re RFI Response Time Delay Claim; PC was not given proper notification of the occurrences for which Select requests additional compensation
LA	May 6, 2014	Letter from Jim Olsen to Tom Kilargis re RFI Response Time Delay Claim – Notice of Denial of Claim; said PC was given notice
LA	May 7, 2014	Email from Jason, Blue Diamond to Denise Fair which stated that they have been paid through February, but are still awaiting payment for March.
LA	May 9, 2014	Emails between Yashica Turner, Border Construction and Tony regarding non-payment from Select
LA	May 13, 2014	Email from Jason, Blue Diamond, waiting for March payment and retention
LA	May 15, 2014	Email from Jason, Blue Diamond, requesting status on outstanding payments
LA	May 15, 2014	Email from Tony to Brian Neal requesting Select to look into March's payment for Blue Diamond
LA	May 15, 2014	Email from Tony to Lisa Neie, FHWA, regarding assisting Blue Diamond with receiving payments; Lisa Neie responded that Cassandra Johnson would be looking into the situation.
LA	May 16, 2014	Emailed copies of payment bond to Jason, Blue Diamond.
M LA HD	May 16, 2014	Email from Jason, stating that Blue Diamond will be filing a bond claim on the Homer Davis project, La Canada project and Magee project. He also said Blue Diamond would like to know the legal procedure to discontinue working on these projects.
M LA HD	May 16, 2014	Lisa Neie responded to Tony stating that as a subrecipient of federal aid funds, PC is obligated to ensure the subcontractors are paid promptly. Attached to the email was a letter from the

		DBE Program Manager to the Division Administrator in NM. This letter provides an interpretation of the prompt payment regulation found in 49 CFR §26-29.
LA	May 16, 2014	Letter from Tom Kilargis to Jim Olson in response to May 6, 2014 letter re RFI Response Time Delay Claim. This letter again denied Select's claim for \$2,434,909.90.
M LA HD	May 19, 2014	Email from Peter Schwartz, Minority Business Development Agency Business Center to Blue Diamond, Field Engineering, and Lisa Neie. Email stated that they have been assisting Blue Diamond and Blue Diamond has been advised to file a claim against Selects bonds. After review of the bonds, they were found to have expired on 4-1-2014. It was also asked what was the legal procedure needed for Blue Diamond to pull off the remaining projects so they don't keep incurring costs.
LA	May 19, 2014	Email response from Tony to Peter Schwartz. Tony stated that it was PC understanding that the Payment Bond is not expired. Tony also said that Brian Neal stated that there are pending issues that have caused Select to place payments on hold. Tony requested documentation to support this allegation and will be scheduling a meeting. Also, PC encouraged Blue Diamond to contact Select in writing and to contact the bonding company again to seek resolution to payment issues.
LA	May 19, 2014	Email response from Beverly Krumm, ADOT. Beverly advised that the ADOT Business Engagement and Compliance Office (BECO) is aware of the concerns of Blue Diamond and they have been in communication with all parties. BECO asked for an update by May 22, 2014.
LA	May 20, 2014	Email from Brian Neal to Tony which stated that the payment for Blue Diamond has been placed on hold pending notification from the IRS.
M LA HD	May 20, 2014	Jason submitted a spreadsheet to show what is owed to Blue Diamond on La Canada, Homer Davis and Magee Phase III projects.
M LA HD	May 20, 2014	Letter from Blue Diamond to PC regarding bonds, late payments and no responses received from Select in months. Also stated that Blue Diamond was forced to file a claim with BECO so they can avoid shutting down the company.
LA	May 20, 2014	Email from Tony to Brian Neal. Tony forwarded Brian Neal the emails from Mr. Swartz and Ms. Krumm. Additionally a spreadsheet was attached identifying the amounts owed by Select for work performed in March. PC asked Select to document the reasons for non-payment by May 21, 2014.
LA	May 20, 2014	Email from Brian Neal to Tony regarding Blue Diamond tax levy. Select said they were waiting for the notice before payments were made to Blue Diamond.
LA	May 21, 2014	Email from Tony to Jim Olson requesting information with specific questions regarding the balance sheet provided by Blue Diamond showing open invoices. BECO copied
M LA HD	May 22, 2014	Email from Tony to Brian Neal asking for a breakdown of what Select owes Blue Diamond per project and separating Blue Diamond's cost and their suppliers. Tony also requested confirmation of payment.
LA	May 22, 2014	Email response from Brian Neal to Tony. Brian said Blue Diamond would be providing release from the IRS to clear up the IRS tax levy.
LA	May 22, 2014	Email from Tony providing updated status – Blue Diamond will be issuing a release from the IRS, once Select receives, Select will process payments as quickly as possible. Select hopes to have this issue resolved by the middle of next week.
LA	May 28, 2014	Email from Lisa Neie. She noticed that according to the spreadsheet, the amount Select owes Blue Diamond is \$160,000, but the lien is only for \$37,863. She inquired as to when Select will pay Blue Diamond. She also mentioned that she has heard rumors that other subcontractors and supplies are taking action against Select for non-payment. She also reiterated that the requirement for prompt pay is for all subcontractors and suppliers and not just DBEs.
LA	May 29, 2014	Email response from Tony to Lisa Neie. Tony said that Blue Diamond is supposed to be providing a release from the IRS. Once the release is received, Select will process payment. Tony also stated that he is issuing a letter to Select stating that their May payment will be on

		hold in accordance with Standard Specifications 109-2.
LA	May 29, 2014	Email from Tony to Lisa Neie with update on Select's payment to Blue Diamond. Tony said that Blue Diamond did not want Select to pay the \$38,000 levy. Blue Diamond wants to collect the money from Select and then work out a deal with the IRS.
LA	May 29, 2014	Email from Jason, Blue Diamond authorizing Select to pay the tax levy and then to pay all back payments immediately.
LA	May 29, 2014	Email from Brian Neal acknowledging Blue Diamonds Request. Select will contact the IRS to get an updated amount and to start the process.
M LA HD	May 29, 2014	Email from Ana Olivares to Tony asking if there were any other subs having trouble getting paid from Select.
LA	May 29, 2014	Email from Jason, Blue Diamond. Jason stated that all interest and penalties are covered until 6/13/14 and if paid now, no more charges will be incurred.
LA	May 29, 2014	Email from Tony to Brian Neal and Jason which stated that Select will have the IRS levy paid and past due amounts for March and April invoices to Blue Diamond and their suppliers paid NLT June 4, 2014.
LA	May 30, 2014	Emails between Tony and Jim Olson; Tony said PC can process the check on June 6 th or 13 th , it is up to Select. Tony also asked for an update to the questions asked on May 21.
LA	May 30, 2014	Email from Stephanie Neier, Pulice Construction stating that Select paid them on May 29 th and Select asked Pulice to sign an unconditional progress payment release and that Select is still holding retention of \$188,880 and Pulice is billing 50%. Stephanie also said that PC should be asking for unconditional final lien releases.
M LA HD	May 30, 2014	Email from TK to Lisa Neie. TK said Blue Diamond is DBE on 3 projects; The La Canada project is ongoing and BDs work is in various stages of being accepted and Select is getting paid for completed quantities of work completed by Blue Diamond. TK also said that Dimension 318 is in litigation and various other subs and suppliers have been calling and complaining of non-payment.
M LA HD	May 30, 2014	Email response to Stephanie Neier's earlier e-mail on May 30, 2014. TS explained that before final acceptance of a project, PC requests unconditional final lien releases. He also stated that Pulice's rights to receive full payment are protected through the payment bond.
M LA HD	May 30, 2014	Email to Lisa Neie at dot.gov attaching the subcontracts between Select and Blue Diamond
LA	May 30, 2014	Email from Tony to Jim Olson asking about Diggum. Tony stated that if Diggum is off the project, the PC Procurement office must be notified.
LA	May 30, 2014	Emails between Tony and Terri Spencer stating that if Diggum is off the project, ADOT needs to be notified.
LA	May 30, 2014	Email from Jason, Blue Diamond, asking what would prohibit this (delay in payment) from happening again if Blue Diamond stays on the project. Why wasn't prompt payment within 30 days not enforced?
M LA HD	May 30, 2014	Email response from Beverly Krumm, ADOT to Tony asking about scheduling a BECO/FHWA visit to PC.
LA	May 30, 2014	Email from Jim Olson which answers Tony questions from the May 21 e-mail.
M LA HD	June 3, 2014	Email from Tony to Jason, Blue Diamond answering Jason's questions from May 30. Tony reminded Jason that Blue Diamond has a contract with Select and not PC, however, PC does want to make sure that Blue Diamond exercises its rights as a subcontractor to Select and it is PC's intention to have the issue of late payment resolved by June 4. Jason was provided a copy of ARS 32-1129.02, Performance and Payment by Contractor, Subcontractor or Material Supplier: Conditions; Interest.
M LA HD	June 3, 2014	Email from Beverly Krumm, ADOT which stated that Tony's response to Blue Diamond was very well stated.
LA	June 3, 2014	Email from Jason, Blue Diamond, to Tony. Jason told Tony that they have been bringing up the

		issue of late payments for months and nothing has been resolved. Jason mentioned that CFR 26.29 states that prime contractors are required to pay subs for satisfactory performance no later than 30 days from the receipt of each payment made to the prime contractor. Jason also reiterated that the bonds expired on April 15, 2014 and PC has not addressed that issue.
LA	June 3, 2014	Email from Tony to Jason, Blue Diamond. Tony informed Jason that the bonds have not expired and that was addressed in a May 19, email.
LA	June 3, 2014	Email from Tony to Terri Spencer regarding Diggum. Brandon told Bill Mellum that he was going to write a letter stating that Diggum is in breach of contract for not showing up. Diggum says there is nowhere to work because areas haven't been accepted by PC to do landscaping.
LA	June 4, 2014	Email from Greg Bauer, Arrow Land Survey, stating they were no longer going to perform any work until they are paid up to current.
LA	June 4, 2014	Email from Tony to Brian Neal asking for reasons that Arrowland Survey has not been paid.
LA	June 4, 2014	Peter Schwartz e-mailed release of the levy on Blue Diamond.
M LA HD	June 4, 2014	Email from Peter Schwartz to Tony asking if there was an update on the payment for Blue Diamond. Peter also stated that he preferred not to jump in the middle and to allow Tony to resolve the issue for PC.
M LA HD	June 4, 2014	Meeting with Lisa Neie scheduled for June 11, 2014.
M LA HD	June 4, 2014	Email from Jason, Blue Diamond, stating that no payments were received.
LA	June 5, 2014	Email from Jason, Blue Diamond, requesting a meeting on June 6 to discuss nonpayment by Select and terminating work on the Select projects.
LA	June 5, 2014	Email from Tony to Jason, Blue Diamond, stating that payment will be made this week. Tony also said that Select will be receiving a letter regarding their history of late payments. Tony also advised Jason to speak with the DBE office regarding terminating their contract.
LA	June 5, 2014	Letter from Tony to Brian Neal regarding late payments to Blue Diamond and other subs and suppliers; Stated that PC would not release payments to Select until proof of payment is received from subs and suppliers or a letter from Select stating reasons for nonpayment.
M LA HD	June 5, 2014	Email from Terri Spencer to Tony regarding possible termination of Blue Diamond who is DBE
M LA HD	June 5, 2014	Email from Jason, Blue Diamond to Tony. Jason stated that Blue Diamond is owed arrears on all 3 projects. He asked Tony why the June 5 letter only referenced La Canada.
M LA HD	June 5, 2014	Emails between Jason, Blue Diamond and PC DBE office. Jason requested meeting, but Terri Spencer said that if Blue Diamond determines that it is in their best interest to seek termination of its contract, then Select will notify PC and DBE office will work with ADOT BECO.
LA	June 6, 2014	Email from Fred, Desert Barricades. Fred stated that he has not received a payment since February and Select will not respond. He is going to file a formal complaint with ADOT.
LA	June 6, 2014	Email from Brian Neal to Jason, Blue Diamond stating that Blue Diamonds check will be ready on Monday.
LA	June 9, 2014	Email from Tony to Tom Kilargis, Bill Mellum, John Carter, Hal Gilbreath and Lisa Neie stating that Select will be paying Blue Diamond today
LA	June 10, 2014	Email from Jason, Blue Diamond to Tony. Only payment for La Canada invoices for March and April were paid. Retention, Homer Davis and Magee were not paid. An open invoice spreadsheet is attached.
M	June 10, 2014	Email from Jason, Blue Diamond to Tony. Jason forwarded an e-mail from Cemex which stated that Blue Diamonds account will have a credit hold placed on it and all overdue invoices must be paid on the Magee Project to keep their account open.
M LA HD	June 10, 2014	Email from Tony to Brian Neal. Field Engineering received verification Blue Diamond was paid for the La Canada project through April. PC will be releasing Select's May estimate for La Canada but Tony requested the payment status for Blue Diamond on Homer Davis and Magee III.

LA	June 11, 2014 (8:28)	Email from Brian Neal to Jason saying that he is going to stop payment on checks for the La Canada project because the checks were not cut joint check. Brian also requested that Blue Diamond certify their payroll since the last one they have is from 5/17. This must be done before release of any funds.
LA	June 11, 2014 (8:30)	Email from Brian Neal to Tony attaching a copy of the checks written to Blue Diamond indicating all suppliers received their funds.
LA	June 11, 2014	Letter from Jim Olson to Jason, Blue Diamond re: 48 Notice to Commence Work – La Canada Project
LA	June 11, 2014	Emails from Jason showing Border Corp, Cal Portland, and Strong Go received payment from Blue Diamond.
LA	June 11, 2014	Select provided a list showing status of subcontractors.
LA	June 11, 2014	Email from Jason, Blue Diamond to Brian Neal which stated that Blue Diamond has no intention of not completing projects but that they could not work because suppliers are now requiring strict C.O.D. basis for all Select projects. Jason also said there should not be a hold on any
LA	June 11, 2014	Email from Tony to TK, Lisa Neie, Bev, AZDOT which stated that Select did not put the checks on hold and Jason would supply him with proof of payment.
LA	June 11, 2014	Email from Natalie Clark, AZDOT to all June 11 meeting attendees which included representatives from PC, AZDOT, FHWA. All parties agreed that PC will develop a questionnaire to be sent to ALL subcontractors. Natalie informs everyone that PCs primary contact for coordination of information relating to DBE will be Tony. It also outlined follow-up items.
M LA HD	June 11, 2014	Email from Jason, Blue Diamond to June 11 meeting attendees. Jason requests an update to the meeting and states that if Blue Diamond is not paid in full by June 13, 2014, they will not continue on any projects.
LA	June 12, 2014	Email from Brandon Neal to Jason, Blue Diamond clarifying terms of BDs contract with Select. Brandon said that no further payments will be made until all of Blue Diamonds contractual obligations have been fulfilled.
M LA HD	June 12, 2014	Email from Tony to Brandon Neal requesting previous 6 invoices received from Blue Diamond for the Homer Davis, Magee III and La Canada Projects.
M LA HD	June 12, 2014	Letter from Blue Diamond to Brian Neal which demanded immediate payment for past due payments NLT June 13, 2014.
M LA HD	June 12, 2014	Email from News 4 Tucson Investigative Reporter Matthew Schwartz inquiring if PC has requested or received a document from Select stating that all subs have been paid.
M LA HD	June 12, 2014	Email from Tony to Ana stating that PC was directed in the June 11 meeting to contact and question all subcontractors and suppliers through a brief questionnaire, the last 6 months of invoices sent and payments received.
M LA HD	June 12, 2014	Emails from and to Sharon Bronson, Tom Burke, CHH, PSC. Sharon asked how do we ensure that subs get paid.
M HD	June 13, 2014	Email from Brian Neal to Jason, Blue Diamond. Brian stated that BDs payments for Homer Davis and Magee are ready to be picked up after providing lien waivers and certified payroll reports. Brian also explains that the delays in the payments so far has been the fault of Blue Diamond.
LA M HD	June 13, 2014	Blue Diamond provided a copy of the waivers.
M LA HD	June 13, 2014	Email from Brian Neal to Jason, Blue Diamond. Brian stated that Blue Diamond has not provided payroll reports, unconditional waivers from suppliers and Sharp Structural. Brian also said that Blue Diamond was behind on paperwork regarding field offices.
M LA HD	June 13, 2014	Email response from Jason to Brian. Jason said that suppliers will not provide unconditional waivers until the checks have cleared. He also said that daily reports are turned in on Fridays.

M LA HD	June 13, 2014	Email response from Brian to Jason. Brian said that per contract he is requesting the unconditional waivers on all suppliers and that Blue Diamond is missing an updated schedule among other things from the field offices.
M LA	June 13, 2014	Blue Diamond provided copies of Certified Payroll Reports
M LA HD	June 13, 2014	Letter from PSC to CHH which outlines issues with Select thus far.
M LA HD	June 13, 2014	Email from Brandon Neal to Jason, Blue Diamond which states that once proper documentation has been received, payment will be made.
M HD	June 13, 2014	Conditional Waivers were provided by Blue Diamond.
LA	June 13, 2014	Jason, Blue Diamond, turned in daily logs from 6-9-14 through 6-13-14. All previous reports have been turned into the field trailer.
M LA HD	June 16, 2014	Questionnaire sent out to all subcontractors.
M LA HD	June 16, 2014	Email from Jason, Blue Diamond, which requests all payment requests for all three projects.
LA	June 16, 2014	Specialty's Questionnaire received
LA	June 16, 2014	European Pavers Southwest, Inc Questionnaire received
LA	June 16, 2014	Email from Beverly Krumm, AZDOT. Beverly requests that supporting documentation be asked for on the questionnaire.
M LA HD	June 16, 2014	Letter from Jason, Blue Diamond, to Tony. Jason said that the checks Brian Neal references in his June 13, 2014 e-mail were not ready to be picked up.
LA	June 17, 2014	Questionnaire received from Arrow Land Survey
LA	June 17, 2014	Email from Brian Neal to Tony stating that Select has paid all of Blue Diamonds suppliers while still waiting for their paperwork. Additionally Blue Diamond was notified they need a current insurance cert because the one they have on file expired at the end of May.
LA	June 17, 2014	Email from Jason, Blue Diamond. He said that CalPortland and Border Construction have not received any payments. Jason also requests copies of the cancelled checks.
M LA HD	June 17, 2014	Email from Rhonda Rudolph, Calportland to Jason, Blue Diamond and Tony. Rhonda said that she has not received May payments.
LA	June 17, 2014	Letter received from Select Development to TK. Select rebuts the denial of their claim from May 6, 2014.
M	June 17, 2014	Completed questionnaire returned from Foothill Grounds
LA	June 18, 2014	Email from Fred, Desert Barricades. Fred received a questionnaire but stated that Desert Barricades were never really a subcontractor.
M LA HD	June 18, 2014	Completed questionnaires returned from Blue Diamond.
M LA HD	June 18, 2014	Email from Jason, Blue Diamond, to Tony, Select, Mark Koskiniemi with attachments regarding insurance, and other paperwork requested.
LA	June 18, 2014	Email from Beverly Krumm, AZDOT to Jason, Blue Diamond. Beverly stated that all correspondence and information is to go through Tony Schiavone. Beverly also stated that BECO is collaborating with their partners to assist and resolve this issue.
LA	June 18, 2014	Completed questionnaire returned from Diggum.
M LA HD	June 18, 2014	Completed questionnaire returned from Calportland.
M LA	June 18, 2014	Completed questionnaire returned from Jensen Precast.
M LA HD	June 19, 2014	Letter from Blue Diamond to Select. Jason states that his suppliers have not been paid. The letter also states that Blue Diamond will complete their contractual obligations on these projects.
LA	June 20, 2014	Email from Yashica Turner, Border Corp. Yashica said that they haven't completed the questionnaire, but they are not caught up with their payments to their subcontractors. Yashica said that Tony was copied on an email on this a couple months ago and now they are over 90

		days past due.
LA	June 20, 2014	Questionnaire returned by Border Corp.
M LA HD	June 20, 2014	Follow-up e-mail from Tony sent to all subcontractors and suppliers who have not returned the questionnaire. Tony states that unless he receives information by noon, then he will assume that they are satisfied with the payments received on the projects.
LA	June 23, 2014	Email from Geri Alessi, CalPortland. Geri states that Brian Neal said they were going to bring them current by the end of the week. Geri said if they were not paid then they would be unable to supply material.
HD	June 23, 2014	Email from Jason, Blue Diamond. Jason said they received partial payment for Homer Davis.
LA	June 23, 2014	Email between Jason, Blue Diamond and Beverly Krumm, AZDOT and Lisa Neie, DOT. Jason stated that he requested the ADOT BECO office to step in because they do not believe that PC is properly handling the issue.
LA	June 23, 2014	Tony e-mail out compilation of the data received from the questionnaires.
LA	June 23, 2014	Letter from CHH to BOS; letter states that the county will begin to assess liquidated damages of \$2500 per day until the project has been completed.
LA	June 24, 2014	Questionnaire returned from AM Fencing.
LA	June 24, 2014	Email from Julie, AM Fencing to Tony. Julie forwarded Tony e-mail chains between AM Fencing and Select regarding payments not received from May 2014.
LA	June 24, 2014	Questionnaire returned from Custom Saw Cuts.
M LA HD	June 24, 2014	Tony emailed Brian Neal and Jim Olsen telling them to rectify the late payment situation immediately.
HD LA	June 24, 2014	Tony emailed Lisa Neie and informed her that spreadsheet with amounts owed has been updated; Tony also said proof of payment was received that Select paid Blue Diamond \$7,144.75 on Homer Davis.
M LA HD	June 24, 2014	Email from Jason, Blue Diamond. Jason said that he only received partial payment for Homer Davis, but not the full amount. He requested a breakdown of the payment from Select. Jason also said that CalPortland and Border received payments through April but Blue Diamond has not received any payments for Magee dating back to March.
M LA HD	June 24, 2014	Email from Tony to Select. Tony forwarded the information received from the questionnaires. Tony stated that Select is in arrears on all project which is a violation of the contract with PC and Federal Aid Requirements and asked that the late payment situation be rectified.
M LA HD	June 24, 2014	Emails between Tony and Jason, Blue Diamond. Tony said that demand letters would be sent to Select and that the course of action that was agreed on between PCDOT, FHWA, and ADOT will be followed. Tony also explained that the County Administrator is involved and is briefing the BOS regarding DOTs progress.
LA	June 24, 2014	Email response from Jason, Blue Diamond to Tony. Jason responded that PC issues demands to the General Contractor, but they go unanswered and now they have another past due invoice for La Canada for May.
M LA HD	June 25, 2014	Email from Tony to Subs @ actaz. Tony sent a copy of the questionnaire that was e-mailed to all subcontractors and suppliers.
M LA HD	June 24, 2014	Letters from Tony to Select regarding late payments for each project. Letter states that PC has received many complaints regarding Select not making timely payments and that Select is in violation of 49 CFR 26.29 Prompt Payment, ARS 24-221 Section G and their Contract. The letter also stated Select shall provide to PC either proof of payment or written documentation as to why payments have not been made. No Certified Construction Payments will be released until information is received. Copies were sent out to everyone involved on June 26.
M LA HD	June 26, 2014	Email from Sharon Gordon (FHWA) to Tom Kilargis asking if a clear date of when Select will either pay or submit documentation.
M LA HD	June 26, 2014	Email from Tom Kilargis to Sharon Gordon (FHWA). Tom stated that a follow-up letter will be sent giving them a deadline date for reasons of non-payment or proof of payment.

M LA HD	June 26, 2014	Email from Tom Kilargis to Jim Olson, Select. Tom said that a response to the letters was due on June 27, 2014 by the end of the business day.
LA	June 26, 2014	Email from Mick Hont (AZDOT) to Tom Kilargis, Sharon Gordon (FHWA) and Tony. Mick asked that Rod Lane be cc on all future e-mails regarding invoice/payment reports.
LA	June 26, 2014	Email from Tony to Douglas Mraz at CAN surety attaching copies of the letters sent to Select.
LA	June 26, 2014	Email from Peter Schwartz, Procurement Specialist, Minority business Development Agency (MBDA), US Department of Commerce, to Tony which stated, "thank you for all your efforts..my 30 years in federal, public and private procurement, I have never had to deal with this."
HD	June 26, 2014	Letter from Ali Fermawi to Jim Olsen requesting a pay request be submitted for all work completed and accepted up to date on Homer Davis.
M LA HD	June 26, 2014	Letter from Tony to Select which stated that Select needs to rectify late payments immediately and provide a response to PC NLT COB June 27.
M LA HD	June 27, 2014	Email from Peter Swartz, MBDA, to Tony again thanking Tony for his efforts and that he has the support of ADOT, FHWA, and MBDA/US Dept of Commerce in efforts to resolve these issues.
LA	June 30, 2014	Emails between Brandon Neal and Bill Mellum discussing La Canada Pay App 28 and incorrect quantities. Brandon also stated that PC would be receiving a response to the "hold on payment" today.
LA	June 30, 2014	Sharon Gordon (FHWA) emailed Tony to ask him what "hold on payment" was and Tony said that Tom Kilargis would call her and explain.
M LA HD	June 30, 2014	Email from Jason, Blue Diamond to Tony and Lisa Neie (FHWA). Jason wanted to know why PC has not taken action against Select and Lisa told Jason that Select has to be provided due process. Jason sent a second email asking why they weren't made to stick with the original deadline date and Lisa said that "any court would give me more days to respond and they will respond today."
LA	June 30, 2014	Letter from Tom Kilargis to Select Development. Tom informs Select that the contract will expire on July 1, 2014 and Liquidated Damages of \$2500 per workday will be assessed beginning July 2, 2014.
LA	July 1, 2014	Letter from Select to Tony; re: Subcontractor/Supplier Payment responding to PCDOTs letters dated June 25, 2014. Letter addresses issues raised in June 25, 2014 letter and Select concludes that PCDOT continues to interject in the dealings with subcontractors and suppliers that is unprecedented.
M LA HD	July 1, 2014	Email from Lisa Neie, FHWA to Tony; Lisa asked if the three projects had DBE goals and if so, requested the documentation submitted by Select in order to meet DBE requirements.
M LA HD	July 3, 2014	Email from Tony to Jim Olson, Select. Tony said that it has come to his attention that the DBEs on Selects projects are no longer performing work and if this is the case, Select must complete the DBE Substitution Form and submit it to the DBE office.
M LA HD	July 3, 2014	Letter from Tom Kilargis to Select; re: response to Select's letter dated July 1, 2014 regarding PC letter dated June 25, 2014. The letter states that Select has not provided the information that was requested in the questionnaire. If the information is not provided, then PC will invoke Article XXII Books and Records of the contract which provides for books, records, and accounts to be subject to audit.
M LA HD	July 3, 2014	Letter from Roderick Lane (ADOT) to PSC; re: issues on project regarding requirements for prompt payment to subcontractors/suppliers—particularly DBE and late contractor performance and expired contract time. The letter also states there will be a meeting with FHWA on July 10 to discuss and to provide documentation for any efforts PCDOT has made. The letter further states that non-compliance with PCDOTs duty to oversee this federally funded project may be grounds to de-obligate federal funds and to repay all federal project funding that has already been received.
M HD	July 8, 2014	Three letters from PSC to Roderick Lane, Tucson District Engineer which summarizes the

LC		efforts and action taken by PCDOT. This includes a timeline of each of Selects projects as well as supporting emails and letters.
M LA HD	July 10, 2014	Letter from Select to Tony, re: Subcontractor/Supplier Payment. Select presents information regarding status of payments for each subcontractor. Supporting Quantity Sheets are attached.
LA	July 15, 2014	Email from Tony to Brian Neal; Tony requests specific additional information regarding each subcontractors and supplier. The e-mail lists specific questions and invoice amounts for each.
M LA HD	July 16, 2014	Letter from Select to Tom Kilargis; re: Request for documents; Brandon Neal states that he cannot find any documented precedence where a department of a county has the authority to make rulings on laws or contractual issues. Brandon also states that PCDOT has used their power to interfere with all subcontracts leaving Select unable to administer the subcontracts. He also requests all withheld payments immediately be released.
M	July 21, 2014	Email from Monica Dennis to Jim Olson; re: DBE Substitution Request. Monica requests Select contact her regarding replacement of the DBE.
M	July 22, 2014	Email from Jim Olson to Monica; Returned the DBE Substitution Request regarding Blue Diamond.
M	July 24, 2014	Email from Tony to Jim Olson: re: DBE Substitution. Tony requests the DBE commitment total for Blue Diamond.
M	July 25, 2014	Email from Monica Dennis, DBE Compliance, to Jim Olson, Select. Monica states that she spoke with Beverly Krum from the BECO office regarding the DBE Substitution Form and requests that the form be completed.
M	July 29, 2014	Letter from Bill Mellum to Select; re: Prosecution and Progress of Work II. Bill states that this is the second formal notice that work on the Magee Project has not been progressing in a diligent manner.
M LA HD	July 29, 2014	Letter from Roderick Lane, ADOT to PSC; Roderick requests that ADOT be provided with an analysis in support of PCDOT's determination to release payments to Select. He also requests any other supporting documentation or contract specification that PCDOT considered when deciding to release payment.
LA	Aug 5, 2014	Letter from Select to Bill Mellum; re: Prosecution and Progress of Work Response; Select accuses PC of delaying projects and withholding payments.
M LA HD	Aug 6, 2014	Letter from PSC to Robert Lane; re Response to his letter dated July 29, 2014. Pay information is summarized regarding each project in the letter. Also, PSC states that as agreed with reps from ADOT and FHWA, PCDOT gathered information on the contracts in an effort to shed light on allegations made by subcontractors.
MA	Aug 21, 2014	Email from Terri Spencer to PCDOT, BECO, George Widugiris, John Carter, Mark Koskiniemi explaining that Blue Diamond is no longer on the Magee III project. Select submitted a substitution request but it contained inaccurate information and failed to identify the firm they will substitute for Blue Diamond to meet the 3.9% DBE Goal.
LA	Aug 22, 2014	Letter from Tom Kilargis to Select regarding Prosecution and Progress of Work Response; Tom states that PCDOT takes exception to the allegations that it has disregarded the contract and that it has unlawfully withheld funds. Also PCDOT takes exception to the allegation that it has done everything to delay the project and withhold payments.
M	Aug 28, 2014	Letter from Terri Spencer to Select; re: Magee Road Improvements – Substitution Request. Letter discusses DBE issues with Select and that if ADOT determines that Select has failed to make reasonable efforts to meet contract DBE goals such failure shall constitute breach of contract.
M	Sep 3, 2014	Letter from Karla Petty, FHWA to John Halikowski, ADOT Director. The letter is to inform ADOT that a DBE complaint, dated Aug 8, 2014 alleging Select has violated the prompt pay requirement of the DBE program has been received by FHWA. The FHWA Office of Civil Rights requested the Arizona Division FHWA conduct an investigation.
M	Sep 9, 2014	Letter from Select to Tom Kilargis; re: DBE Substitution Request. Letter was sent in regards to

		Notice of Penalty letter sent on August 28, 2014. Select states they should have been given time to find another DBE and PC has decided to impose punitive damages and disregard the contract by not giving them reasonable time to replace the DBE.
M	Sep 10, 2014	Letter from Select to Tom Kilargis; re: Partial Payment for Material on Hand. Select states the PCDOT has already set precedence by approving payment for stored material on the Magee project
M	Sep 12, 2014	Letter from Select to Tom Kilargis; re: Partial Payment for Material on Hand Response to PCDOT letter dated Sep 11, 2014. Select requests pay application be approved immediately.
M	Sep 16, 2014	Letter from Vivien Lattibeaudiere, ADOT to Terri Spencer re: DBE Substitution Request; Letter was sent in reply to Terri's Sept 10, 2014 email which requested ADOT BECO's opinion in response to a letter PC received from Select, dated Sep 9, 2014. BECO requests PC provide factual information surrounding DBE Contractor Blue Diamond leaving the Magee Project. The letter also stated that PC has not provided accurate documentation to substitute or replace the DBE contractor or provided copies of completed or signed subcontracts with an appropriate DBE for approval from ADOT BECO. Letter also requests to provide the information outlined to Beverly Krumm NLT Sep 27, 2014.
M LA HD	Sep 18, 2014	Tom Kilargis and Tony met with Lisa N. and Sharon G. from FHWA to discuss Select and how PC handled the situation. PCDOT was informed that FHWA will be doing their own investigation.
M	Sep 23, 2014	Letter from Tony to Select; re: Required Trainee Hours. Select has not met the on-the-job training requirements and effective immediately, PC will withhold \$1,000.
LA	Sep 23, 2014	Letter from Tom Kilargis to Select; re: Base Paving Preparation for ARAC. Letter lists incomplete work and deficient work requiring completion and correction prior to placement of ARAC.
LA	Sep 25, 2014	Letter from Terri Spender to Vivian Lattibeaudiere, ADOT; re: DBE Substitution Request. PC is waiting for Select to respond to demand to provide this information for submittal to ADOT BECO for review. Until this information is received, PC will enforce the DBE provisions contained in the contract.
LA	Sep 26, 2014	Letter from Tom Kilargis to Jim Olson; re: Project Schedule Submitted. PCDOT does not concur with Select's CPM update and considers it incomplete. Select is requested to make corrective action and resubmit the CPM within 10 days.
M	Oct 2, 2014	Letter from Vivian Lattibeaudiere, ADOT BECO to Terri Spencer, CPM re: Response to PC letter dated Sep 25, 2014 – DBE Substitution Request. BECO requested PC provide factual information surrounding the DBE contractor Blue Diamond leaving the Magee Project.
M	Oct 7, 2014	Letter from Tom Kilargis to Jim Olson; re: Critical Path Schedule. Letter informs Select of findings regarding CPM.
LA	Oct 14, 2014	Letter from Tom Kilargis to Jim Olson; re: Cease Work Notifications; Letter informs Select to cease all work that was originally contracted to DBE subcontractor, Blue Diamond.
LA	Oct 15, 2014	Letter from Terri Spencer to Vivien Lattibeaudiere; re: Response to BECO letter dated Oct 2, 2014. This letter answers the questions posed in the Oct 2 letter.
LA	Oct 2, 2014	Letter from PSC to Brian Neal; Letter requests information to show that Select is properly performing and to submit a conditional payment release signed by CalPortland and provide PC signed Unconditional Waiver and Release on Progress Payments through the end of Sep 2014 for all subcontractors and suppliers for the La Canada Project to include Diggum. Diggum should also provide a statement they are ready, willing and able to perform as the landscape subcontractor.
M	Oct 21, 2014	Letter from Terri Spencer to Jim Olson; re: Delay Claim for DBE Replacement. This letter is in response to Select's Oct 14, 2014 letter requesting 70 working days be added and to their Oct 15, 2014 letter asserting that the DBE program did not properly vet the DBE subcontractor, Blue Diamond.
	Oct 22, 2014	Questionnaires determining the result of PC releasing payments to Select in July. The total

		payments to subs in August were \$282,873.34.
LA	Oct 23, 2014	Letter from Tom Kilargis to Jim Olson; re: Payment for Landscape Work (Pay Estimate 32); Letter informs Select that PC has not received information requested in Tony's email dated Oct 10, 2014. The letter also states that Select was paid for the landscape work on Oct 8, 2014 and it is Select's statutory responsibility to pay Diggum within 7 days.
	Oct 24, 2014	Letter from Vivien Lattibeaudiere, BECO, to Terri Spencer; re: DBE Substitution Request. Letter states that PC responses to the Oct 2 and Oct 15 letter has not provided sufficient documentation to determine what proactive steps were taken by PC to determine whether Select was in compliance with 49 CFR part 26.53(f). ADOT expects PC will impose appropriate sanctions (such as reduced compensation) as outlined in the contract for Select.
M	Nov 3, 2014	Letter from PSC to Brandon Neal; re: Notice to Cure. Letter is a follow-up to PCDOT's letter dated Oct 7, 2014. Letter informs Select they have been placed on formal notice that it is in default of its contract with PC. Select was given 10 business days to cure all defaults listed in letter.
LA	Nov 5, 2014	Letter from Terri Spencer to Vivian Lattibeaudiere re: DBE Substitution Request. Letter maintains that PC provided adequate oversight and due diligence throughout the project. Terri also requests a meeting as soon as possible.
LA	Nov 6, 2014	Letter from Terri Spencer to Brandon Neal; re: DBE Utilization. Letter explains that Select will achieve close to 6.3% (exceeding project goal of 4.89%) by the time the project has been completed.

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 worked 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
	Dallas Hammit, ADOT	Rick Ellis, P.E., PCDOT
	Roderick Lane, ADOT	Barham Dariush, ADOT
	Thomas Kilargis, PCDOT	Trent Kelso, ADOT
	Susan E. Anderson, ADOT	Jodi Rooney, ADOT
	Natalie Clark, ADOT	Patrick Stone, ADOT
	Beverly Krumm, ADOT	Paul O'Brien, ADOT
	Ana Olivares, PCDOT	Sharon Gordon, FHWA
	Lisa Neie, FHWA	



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

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

ID	Task Name	Duration	Remaining Duration	Start	Finish	Late Start	Late Finish	Total Slack	Predecessors	Successors
65	CIP STRIP WALLS AND DECK	1 day	0 days	9/24/14	9/24/14	12/18/14	12/18/14	58.4 days	84	
66	CIP STRIP WALLS AND DECK	1 day	0 days	9/24/14	9/24/14	12/18/14	12/18/14	58.4 days	84	
67	CIP STRIP WALLS AND DECK	1 day	0 days	9/24/14	9/24/14	12/18/14	12/18/14	58.4 days	84	
68	EXCAVATION	45 days	0 days	9/24/14	11/08/14	11/08/14	11/08/14	43.4 days	85	100,104,150
69	CIP FORM FOOTINGS	3 days	0 days	9/24/14	9/28/14	9/28/14	9/28/14	0 days	47	68
70	CIP STRIP WALLS AND DECK	1 day	0 days	10/2/14	10/2/14	10/2/14	10/2/14	0 days	68	71
71	CIP STRIP WALLS AND DECK	2 days	0 days	10/2/14	10/4/14	10/2/14	10/4/14	0 days	69	72
72	CIP STRIP WALLS AND DECK	18 days	0 days	10/2/14	10/20/14	10/2/14	10/20/14	0 days	70	73
73	CIP STRIP WALLS AND DECK	2 days	0 days	10/2/14	10/4/14	10/2/14	10/4/14	0 days	71	74
74	CIP STRIP WALLS AND DECK	15 days	0 days	10/2/14	10/17/14	10/2/14	10/17/14	0 days	72	75,110,164
75	CIP STRIP WALLS AND DECK	1 day	0 days	11/25/14	11/25/14	11/25/14	11/25/14	0 days	74	108,77
76	EXCAVATION	16 days	0 days	11/25/14	12/11/14	11/25/14	12/11/14	18 days	47,75,21	78
77	SET PRECAST	4 days	0 days	12/1/14	12/5/14	12/1/14	12/5/14	19 days	79,85	80
78	CIP FORM FOOTINGS	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	19 days	80	81
79	CIP FORM FOOTINGS	1 day	0 days	12/1/14	12/2/14	12/1/14	12/2/14	19 days	81	82
80	CIP STRIP WALLS AND DECK	1 day	0 days	12/1/14	12/1/14	12/1/14	12/1/14	19 days	82	83
81	CIP STRIP WALLS AND DECK	1 day	0 days	12/1/14	12/1/14	12/1/14	12/1/14	19 days	83	84
82	CIP STRIP WALLS AND DECK	1 day	0 days	12/1/14	12/1/14	12/1/14	12/1/14	19 days	84	85
83	CIP STRIP WALLS AND DECK	1 day	0 days	12/1/14	12/1/14	12/1/14	12/1/14	19 days	85	86
84	CIP STRIP WALLS AND DECK	1 day	0 days	12/1/14	12/1/14	12/1/14	12/1/14	19 days	86	87
85	PIPE CONNECTIONS	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	19 days	87	88,115
86	PIPE CONNECTIONS	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	19 days	87	116,89
87	PIPES 3, 4, 5, 6, 7, 8	15 days	0 days	12/1/14	12/16/14	12/1/14	12/16/14	163.2 days	87	90,117,145
88	PIPES 10, 11, 12, 13, 14, 15	4 days	0 days	12/1/14	12/5/14	12/1/14	12/5/14	43.4 days	88	92,93,94,97
89	PIPES 13, 17	3 days	0 days	12/1/14	12/4/14	12/1/14	12/4/14	0 days	89	119
90	PIPES 16	3 days	0 days	12/1/14	12/4/14	12/1/14	12/4/14	0 days	91,95	143,123,163
91	PIPES 18, 19, 20, 21, 22, 23, 24	3 days	0 days	12/1/14	12/4/14	12/1/14	12/4/14	0 days	91	143,123,163
92	PIPES 25, 26, 27, 28, 29, 30, 31	4 days	0 days	12/1/14	12/5/14	12/1/14	12/5/14	163.2 days	92	94, 47, 122
93	PIPES 32, 33, 34, 35, 36	4 days	0 days	12/1/14	12/5/14	12/1/14	12/5/14	163.2 days	93	95, 47, 122
94	PIPES 37, 38, 39, 40, 41, 42	4 days	0 days	12/1/14	12/5/14	12/1/14	12/5/14	163.2 days	94	96, 97, 123
95	PIPES 43, 44, 45, 46	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	163.2 days	95	98, 99, 124
96	PIPES 47, 48, 49, 50, 51, 52, 53	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	163.2 days	96	98, 99, 124
97	PIPES 54, 55, 56, 57, 58, 59, 60	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	163.2 days	97	98, 99, 124
98	PIPES 61, 62, 63, 64, 65, 66, 67, 68	2 days	0 days	12/1/14	12/3/14	12/1/14	12/3/14	163.2 days	98	98, 99, 124
99	PIPES 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000									

Manual Task Duration-only Manual Summary/Setup Manual Summary Start-only Finish-only Progress Milestone Summary

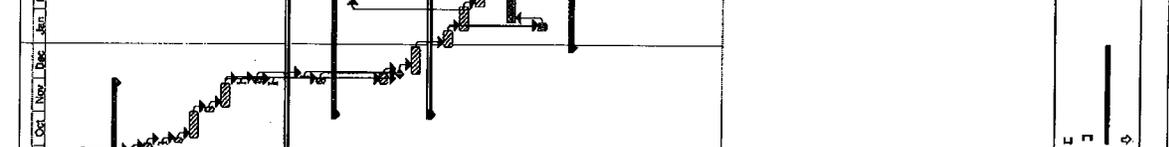
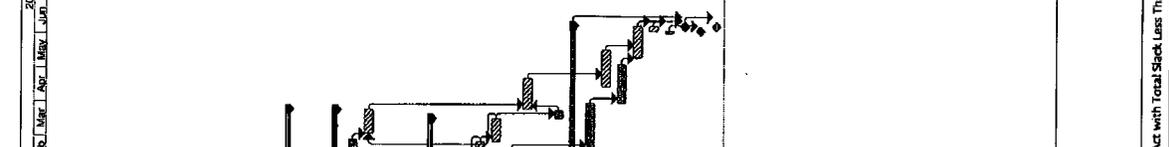
Rollover Up Critical Task Rollover Up Milestone Rollover Up Progress Split External Tasks Project Summary Group By Summary Inactive Task Inactive Milestone Inactive Summary

Critical Task Milestone Summary

SELECT
 Project: Magee III 08-10-14
 Date: 9/17/14

2 OF 4

ID	Task Name	Duration	Remaining	Start	Finish	Late Start	Late Finish	Total Slack	Predecessors	Successors
20	DRP SECTIONS 467-473	20 days	12 days	4/16/14	9/2/14	4/16/14	9/2/14	0 days	18FS-6 days,18	21FS-5 days,27
47	EXCAVATION	19 days	11 days	5/27/14	9/2/14	5/27/14	9/2/14	0 days	20,58	71,68,48FS-11 days
57	BOX 4	16 days	16 days	9/3/14	9/24/14	9/3/14	9/24/14	0 days	50	59,47
58	EXCAVATION	9 days	9 days	9/3/14	9/5/14	9/3/14	9/5/14	0 days		
67	BOX 5	45 days	45 days	9/20/14	11/26/14	9/20/14	11/26/14	0 days	47	69
68	EXCAVATION	3 days	3 days	9/20/14	9/23/14	9/20/14	9/23/14	0 days		
69	CP FORM FOOTINGS	3 days	3 days	9/20/14	9/23/14	9/20/14	9/23/14	0 days		
70	CP POUR FOOTINGS	1 day	1 day	10/2/14	10/2/14	10/2/14	10/2/14	0 days	68	70
71	CP STRIP FOOTINGS	2 days	2 days	10/2/14	10/3/14	10/2/14	10/3/14	0 days	69	71
72	CP FORM WALLS AND DECK	18 days	18 days	10/2/14	10/27/14	10/2/14	10/27/14	0 days	70	72
73	CP POUR WALLS AND DECK	2 days	2 days	10/27/14	10/27/14	10/27/14	10/27/14	0 days	71	73
74	CP STRIP WALLS AND DECK	15 days	15 days	11/4/14	11/4/14	11/4/14	11/4/14	0 days	72	74
75	PIPE CONNECTIONS	1 day	1 day	11/25/14	11/25/14	11/25/14	11/25/14	0 days	73	75,110,164
109	PIFES 56,56	1 day	1 day	11/25/14	11/25/14	11/25/14	11/25/14	0 days	74	109,77
110	PIFES 50	1 day	1 day	11/25/14	11/25/14	11/25/14	11/25/14	0 days	75	133
113	CATCH BASINS	280.4 days	280.4 days	3/17/14	3/25/14	3/25/14	3/25/14	0 days	109	157,134
134	CR 45	1 day	1 day	12/1/14	12/1/14	12/1/14	12/1/14	0 days	110	164
137	LIDS	100.4 days	100.4 days	12/1/14	12/1/14	12/1/14	12/1/14	0 days	110	164
142	CR 22,23,25,27,30,31,49,50	12 days	12 days	12/1/14	12/1/14	12/1/14	12/1/14	0 days	109	164
143	CR 33,35,36,39,40,43,44,46,47	15 days	15 days	12/1/14	12/1/14	12/1/14	12/1/14	0 days	109	164
157	S-3	5 days	5 days	3/31/15	3/31/15	3/31/15	3/31/15	3 days	187FS-10 days,141	215,143,201
164	EB 467-480	0 days	0 days	11/25/14	11/25/14	11/25/14	11/25/14	0 days	187FS-10 days,142	216,202
178	EB 467-480	0 days	0 days	11/25/14	11/25/14	11/25/14	11/25/14	0 days	187FS-10 days,142	164
182	CURB	84.4 days	84.4 days	12/5/14	12/5/14	12/5/14	12/5/14	0 days	180,159,55,156,153,155,132,74,174,157	165,227
185	WB 417-480	10 days	10 days	1/31/15	1/31/15	1/31/15	1/31/15	0 days	178,184	243
186	WB 441-467	15 days	15 days	2/9/15	2/9/15	2/9/15	2/9/15	0 days	182,206,186,140FS-10 days	
187	WB 467-480	15 days	15 days	2/9/15	2/9/15	2/9/15	2/9/15	0 days	182,207,187,147FS-10 days	
193	EB 467-480	20 days	20 days	2/25/15	2/25/15	2/25/15	2/25/15	0 days	180,185,242,237	
202	WB 467-480	20 days	20 days	2/25/15	2/25/15	2/25/15	2/25/15	0 days	181,187,238	
205	WB 467-480	5 days	5 days	1/19/15	1/19/15	1/19/15	1/19/15	4 days	206,140	225,229
209	WB 467-480	5 days	5 days	3/17/15	3/17/15	3/17/15	3/17/15	1 day	209,143,238	225,230FS-5 days
228	IRRIGATION South	114 days	114 days	12/29/14	6/9/15	12/29/14	6/9/15	0 days	185	202
229	IRRIGATION North	30 days	30 days	3/31/15	3/31/15	3/31/15	3/31/15	0 days	185,227	247
230	PLANTING South	23 days	23 days	4/15/15	5/18/15	4/15/15	5/18/15	0 days	192FS-5 days,228FS-5 days	231
231	PLANTING North	25 days	25 days	5/5/15	5/29/15	5/5/15	5/29/15	0 days	229	232
232	CLEAN UP	30 days	30 days	5/11/15	5/11/15	5/11/15	5/11/15	0 days	230FS-5 days,231	247,249FS-3 days
245	DEMOLISH	3 days	3 days	6/4/16	6/4/16	6/4/16	6/4/16	12 days	244,245,232FS-3 days	248
246	FINAL COMPLETION	0 days	0 days	6/9/15	6/9/15	6/9/15	6/9/15	0 days	245FS-5 days	
247	FINAL COMPLETION	0 days	0 days	6/9/15	6/9/15	6/9/15	6/9/15	0 days	244,235,232,141,229	249
249	FLOAT	10 days	10 days	6/9/15	6/9/15	6/9/15	6/9/15	0 days	247,247	



Mapes III

Task Legend: Task, Critical Task, Milestone, Summary

Task Legend: Rolled Up Task, Rolled Up Critical Task, Rolled Up Milestone, Rolled Up Progress

Task Legend: Split, External Task, Group By Summary

Task Legend: Inactive Task, Inactive Milestone, Inactive Summary

Task Legend: Manual Task, Duration, Manual Summary Rollup, Manual Summary

Task Legend: Start-only, Finish-only, Progress, Deadline

1 OF 1

Act with Total Slack Less Than 47

SELECT

Project: Mapes III 08-10-14

Date: 8/26/14

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
PODOT No. 4MRCLO

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PAY ESTIMATE #13



* = ITEM ADDED OR REVISED
BY CHANGE ORDERS

TOTAL CHANGE ORDERS	RETENTION 10%	RETENTION 10%	ESCROW 10%
\$8,233,412.97	\$1,741,577.23		\$1,539,294.12
BALANCE ACCOUNT	TOTAL PAYMENTS		PREV PAY
	\$1,639,294.12		
	PREV. PAYMENTS		
	ESTIMATE #13	ESTIMATE #13	
	\$102,283.11	\$102,283.11	
	THIS PAYMENT	THIS PAYMENT	

CONTRACTOR: Select Development
 PCDOT No.:4MRCLO
 PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT
 PAY ESTIMATE #13

Item No.	Description	Unit	Quantity	Rate	Amount	Estimate #	Estimate #	Estimate #
5030015	Catch Basin, PC/COT Std. Dtl. 308, (Type 3, L = 8')	FED	12	\$4,920.47	\$59,045.64	12	\$59,045.64	\$14,761.41
5030017	Catch Basin, PC/COT Std. Dtl. 308 (Type 3, L=12')	FED	4	\$5,966.16	\$22,664.64	4	\$22,664.64	\$16,998.48
5030020	Catch Basin, PC/COT Std. Dtl. 308, (Single) (D=8')	FED	2	\$3,446.02	\$6,892.04	2	\$6,892.04	\$4,113.52
5030024	Catch Basin, PC/COT Std. Dtl. 308 (Double) (D=8')	FED	4	\$4,372.49	\$17,489.96	4	\$17,489.96	\$630.77
5030025	Catch Basin, PC/COT Std. Dtl. 308, (Type 3, L = 16')	FED	12	\$6,393.61	\$76,603.32	12	\$76,603.32	\$25,354.44
5030027	Catch Basin, PC/COT Std. Dtl. 308 (Type 3, 2 Wings)	FED	4	\$7,400.47	\$29,601.88	4	\$29,601.88	\$7,400.05
5030028	Catch Basin, PC/COT Std. Dtl. 309 (Single, Off Road)	FED	5	\$3,446.02	\$17,230.10	5	\$17,230.10	\$3,446.02
5030105	Concrete Catch Basin, ADOT C-15-10 (Double) H = 8'	FED	1	\$5,592.72	\$5,592.72	1	\$5,592.72	\$3,446.02
5030211	Trench Drain	FED	1	\$17,382.62	\$17,382.62	1	\$17,382.62	\$167.78
5030214	Transverse Drain	FED	2	\$141,795.18	\$283,590.36	2	\$283,590.36	\$0.00
5030500	Junction Structure	FED	3	\$87,280.32	\$261,840.96	3	\$261,840.96	\$0.00
5030775	Catch Basin (Special No. 1)	FED	9	\$63,604.63	\$572,441.67	9	\$572,441.67	\$35,335.85
5050002	Storm Drain Manhole (Dtl. 302)	FED	1	\$2,519.55	\$2,519.55	1	\$2,519.55	\$0.00
5050205	Storm Drain Manhole and Base (PC/COT Std. Dtl. 30)	FED	9	\$3,643.75	\$32,793.75	9	\$32,793.75	\$0.00
5090020	Sewer Manhole Concrete Collar	RWRD	7	\$395.45	\$2,768.15	7	\$2,768.15	\$0.00
5090100	Sewer Manhole, Adjust	RWRD	69	\$282.47	\$19,480.43	69	\$19,480.43	\$0.00
5090110	Sewer Manhole, Adjustment	RWRD	5	\$282.47	\$1,412.35	5	\$1,412.35	\$0.00
5090614	Sewer House Connection Allowance	RWRD	10,000	\$1.00	\$10,000.00	10,000	\$10,000.00	\$0.00
5100110	Potable Water, 6" Temporary Highline Installation	TW	1	\$4,180.42	\$4,180.42	1	\$4,180.42	\$4,180.42
5100290	Potable Water Potholing	FED	3	\$225.97	\$677.91	3	\$677.91	\$0.00
5101104	Potable Water Pipe, DI, 4" (CL 350)	TW	64	\$88.70	\$5,676.80	64	\$5,676.80	\$0.00
5101106	Potable Water Pipe, DI, 6" (CL 350)	TW	430	\$80.79	\$34,739.70	430	\$34,739.70	\$5,322.00
5101108	Potable Water Pipe, DI, 8" (CL 350)	TW	718	\$99.93	\$71,749.74	718	\$71,749.74	\$15,996.42
5101112	Potable Water Pipe, DI, 12" (CL 350)	TW	502	\$136.45	\$68,497.90	502	\$68,497.90	\$27,780.54
5101404	Potable Water Pipe, PVC, 4", DR 14 (CL 305)	TW	23	\$48.59	\$1,117.57	23	\$1,117.57	\$65,359.55
5101406	Potable Water Pipe, PVC, 6", DR 14 (CL 305)	TW	63	\$42.37	\$2,669.31	63	\$2,669.31	\$291.54
5101408	Potable Water Pipe, PVC, 8", DR 14 (CL 305)	TW	844	\$58.23	\$49,146.12	844	\$49,146.12	\$11,397.53
5101412	Potable Water Pipe, PVC, 12", DR 14 (CL 305)	TW	1,202	\$73.32	\$88,130.64	1,202	\$88,130.64	\$35,462.07
5101604	Potable Water Pipe, Copper, 1" w/fitings	TW	683	\$20.97	\$14,322.51	683	\$14,322.51	\$68,774.16
5101606	Potable Water Pipe, Copper, 1-1/2" w/fitings	TW	32	\$28.48	\$911.36	32	\$911.36	\$13,315.95
5101608	Potable Water Pipe, Copper, 2" w/fitings	TW	235	\$34.75	\$8,156.25	235	\$8,156.25	\$740.46
5102112	Potable Water, Tapping Sleeve & Valve, 12" x 8"	TW	5	\$3,389.53	\$16,947.65	5	\$16,947.65	\$5,143.00
5102204	Potable Water, Gate Valve, 4"	TW	1	\$881.28	\$881.28	1	\$881.28	\$3,389.53
5102206	Potable Water, Gate Valve, 6"	TW	3	\$3,118.38	\$9,355.14	3	\$9,355.14	\$881.28
5102208	Potable Water, Gate Valve, 8"	TW	9	\$1,468.80	\$13,219.20	9	\$13,219.20	\$0.00
5102212	Potable Water, Gate Valve, 12"	TW	5	\$2,670.40	\$13,352.00	5	\$13,352.00	\$2,837.80
5102406	Potable Water, Gate Valve, Cut In, 6"	TW	2	\$1,982.88	\$3,965.76	2	\$3,965.76	\$0.00
5102408	Potable Water, Gate Valve, Cut In, 8"	TW	2	\$2,409.56	\$4,819.12	2	\$4,819.12	\$0.00
5102412	Potable Water, Gate Valve, Cut In, 12"	TW	2	\$3,889.53	\$7,779.06	2	\$7,779.06	\$0.00

CONTRACTOR: Select Development

PCDOT No.:4MPCLO

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PAY ESTIMATE #13

Item No.	Description	Unit	Quantity	Unit Price	Total Price	Material	Installation	Subcontract	Other	Contingency	Notes
5102413	Potable Water, Inline Insert Valve, 12"	TW	1	\$15,874.29	\$15,874.29	0	\$0.00	0	\$0.00	0	\$0.00
5102604	Potable Water, Combination Air Release Valve, 1"	TW	1	\$1,344.52	\$1,344.52	1	\$1,344.52	0	\$0.00	0	\$1,344.52
5103101	Potable Water, Adjust Valve Box and Cover	TW	38	\$4,937.72	\$4,937.72	0	\$0.00	0	\$0.00	0	\$0.00
5103102	Potable Water, Adjust Valve Box and Cover (Metro V MW)	EACH	22	\$3,107.28	\$3,107.28	0	\$0.00	0	\$0.00	0	\$0.00
5103205	Potable Water, Fire Hydrant	TW	3	\$19,118.93	\$19,118.93	0	\$0.00	0	\$0.00	0	\$0.00
5103210	Potable Water, Fire Hydrant Post Barricade	TW	3	\$847.41	\$847.41	0	\$0.00	0	\$0.00	0	\$0.00
5103308	PRV Station	TW	1	\$30,505.74	\$30,505.74	0	\$0.00	0	\$0.00	0	\$0.00
5103310	Potable Water, Pressure Reducing Valve Manhole A: MW	EACH	1	\$564.93	\$564.93	0	\$0.00	0	\$0.00	0	\$0.00
5105010	Potable Water Pipe Remove & Dispose, 10" & smaller TW	L.F.	881	\$11,948.38	\$11,948.38	933	\$12,651.48	0	\$0.00	0	\$12,651.48
5105011	Potable Water Pipe Remove & Dispose, 10" & Small MW	L.F.	80	\$1,356.00	\$1,356.00	0	\$0.00	0	\$0.00	0	\$0.00
5105012	Potable Water, Pipe Remove & Dispose, 12" & Large TW	L.F.	1,388	\$20,536.62	\$20,536.62	1057	\$15,527.33	0	\$0.00	0	\$15,527.33
5105110	Potable Water Pipe, CA, Remove & Dispose, 10" & s TW	L.F.	981	\$15,677.62	\$15,677.62	633	\$10,014.06	0	\$0.00	0	\$10,014.06
5105111	Potable Water Pipe, CA, Remove & Dispose, 10" & s MW	L.F.	258	\$4,654.64	\$4,654.64	0	\$0.00	0	\$0.00	0	\$0.00
5105112	Potable Water Pipe, CA, Remove & Dispose, 12" & L TW	L.F.	179	\$3,236.32	\$3,236.32	171	\$3,091.68	0	\$0.00	0	\$3,091.68
5105310	Potable Water, Remove & Dispose Fire Hydrant	TW	3	\$2,711.64	\$2,711.64	0	\$0.00	0	\$0.00	0	\$0.00
5105320	Potable Water, Remove & Dispose Pressure Reducir	TW	1	\$903.88	\$903.88	0	\$0.00	0	\$0.00	0	\$0.00
5106004	Potable Water, Connections, 4"	TW	3	\$1,384.06	\$1,384.06	0	\$0.00	0	\$0.00	0	\$0.00
5106006	Potable Water, Connections, 6"	TW	6	\$1,468.80	\$1,468.80	0	\$0.00	0	\$0.00	0	\$0.00
5106008	Potable Water, Connections, 8"	TW	12	\$1,525.29	\$1,525.29	0	\$0.00	0	\$0.00	0	\$0.00
5106012	Potable Water, Connections, 12"	TW	14	\$1,977.23	\$1,977.23	0	\$0.00	0	\$0.00	0	\$0.00
5108114	Potable Water, Meter Relocation, Service Line Renew	TW	17	\$1,163.74	\$19,783.58	17	\$19,783.58	0	\$0.00	0	\$21,749.53
5108116	Potable Water, Meter Relocation, Service Line Renew	TW	3	\$4,219.98	\$12,659.94	3	\$4,219.98	0	\$0.00	0	\$12,659.94
5108118	Potable Water, Meter Relocation, Service Line Renew	TW	4	\$6,180.08	\$24,720.32	4	\$6,180.08	0	\$0.00	0	\$24,720.32
5108138	Potable Water, Service Line Renewal (R), 2"	TW	1	\$1,536.59	\$1,536.59	0	\$0.00	0	\$0.00	0	\$1,536.59
5109500	Private Plumbing	TW	7	\$3,875.41	\$3,875.41	0	\$0.00	0	\$0.00	0	\$3,875.41
5150101	Utility Impact Allowance	UTL	150000	\$150,000.00	\$150,000.00	0	\$0.00	0	\$0.00	0	\$0.00
5150103	Miscellaneous Utility Relocation Allowance (Tucson)	U.S.D	50000	\$50,000.00	\$50,000.00	0	\$0.00	0	\$0.00	0	\$0.00
5150005	Utility Potholing, Depth <12"	FED	200	\$33,896.00	\$33,896.00	179	\$30,336.92	2	\$388.96	0	\$33,896.00
5150007	Utility Potholing, Depth ≥12"	FED	25	\$5,084.50	\$127,112.50	25	\$5,084.50	0	\$0.00	0	\$127,112.50
6010101	Box Culvert 1	FED	154	\$319,785.62	\$49,148,885.48	154	\$319,785.62	0	\$0.00	0	\$49,148,885.48
6010102	Box Culvert 2	FED	412	\$491,108.12	\$204,546,541.44	412	\$491,108.12	0	\$0.00	0	\$204,546,541.44
6010103	Box Culvert 3	FED	1177	\$602,990.02	\$709,810,239.54	1177	\$602,990.02	0	\$0.00	0	\$709,810,239.54
6010104	Box Culvert 4	FED	419	\$130,874.65	\$54,836,480.35	419	\$130,874.65	0	\$0.00	0	\$54,836,480.35
6010105	Box Culvert 5	FED	272	\$231,374.08	\$62,933,851.76	272	\$231,374.08	0	\$0.00	0	\$62,933,851.76
6010106	Box Culvert 6	FED	441	\$129,226.23	\$57,000,767.43	441	\$129,226.23	0	\$0.00	0	\$57,000,767.43
6010721	Concrete Apron	FED	11	\$459.91	\$5,059.01	11	\$459.91	0	\$0.00	0	\$5,059.01
6016087	Concrete Headwall	FED	4	\$27,287.98	\$109,151.92	4	\$27,287.98	0	\$0.00	0	\$109,151.92
6070010	Sign Post (Perforated) (Single)	FED	1,197	\$5,757.57	\$6,900,041.89	1,197	\$5,757.57	0	\$0.00	0	\$6,900,041.89
6070020	Sign Post (U-Channel) (Galvanized Steel)	FED	6	\$474.54	\$2,847.24	6	\$474.54	0	\$0.00	0	\$2,847.24

CONTRACTOR: Select Development

PCDOT No.: 4MRCLO

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PAY ESTIMATE #13

Item No.	Description	Unit	Quantity	Rate	Total	Material	Installation	Other	Subtotal	Quantity	Rate	Total	Material	Installation	Other	Subtotal
6070110	Foundation for Sign Post (Perforated)	FED EACH	133	\$21,037.94	\$2,807,587.02				\$2,807,587.02	0	\$0.00	\$0.00				\$0.00
6080001	Sign Panel (Agency Provided)	FED S.F.	124	\$420.36	\$52,024.56				\$52,024.56	0	\$0.00	\$0.00				\$0.00
6080015	Sign Panel (Traffic Control) (Permanent) (Type III)	FED S.F.	768	\$12,418.56	\$9,517,452.48				\$9,517,452.48	0	\$0.00	\$0.00				\$0.00
6080024	Flat Sht Alum WDir-App or Silk Sam Char, Type VIII/	FED S.F.	36	\$671.40	\$24,170.40				\$24,170.40	0	\$0.00	\$0.00				\$0.00
7010001	Maintenance and Protection of Traffic	FED L.S.	1	\$131,796.07	\$131,796.07				\$131,796.07	0.55	\$72,467.84	\$6,598.80				\$85,998.04
7010007	Construction Area Elements (Predetermined Reimbu	FED U.S.D	90000	\$90,000.00	\$8,100,000.00				\$8,100,000.00	19718.09	\$19,718.09	\$5,178.25				\$14,539.84
7010010	Temporary Concrete Barrier (Installation and Remov	FED L.F.	8500	\$115,260.00	\$978,300,000.00				\$978,300,000.00	1860	\$25,221.60	\$7,051.20				\$18,170.40
7010025	Flashing Arrow Panel	FED Ea/Da	2500	\$22,600.00	\$56,500,000.00				\$56,500,000.00	0	\$0.00	\$0.00				\$0.00
7010027	Changeable Message Board	FED Ea/Da	900	\$25,425.00	\$22,882,500.00				\$22,882,500.00	16	\$508.50	\$339.00				\$169.50
7010035	Vertical Panel	FED Ea/Da	200000	\$24,000.00	\$4,800,000.00				\$4,800,000.00	26866	\$3,223.92	\$705.48				\$2,518.44
7010038	Barricade (Type I)	FED Ea/Da	7000	\$8,400.00	\$58,800,000.00				\$58,800,000.00	1579	\$189.48	\$736				\$688.32
7010038	Barricade (Type II)	FED Ea/Da	11500	\$2,760.00	\$31,638,000.00				\$31,638,000.00	600	\$144.00	\$42.00				\$102.00
7010040	Flashing Warning Light (Type A)	FED Ea/Da	157000	\$18,840.00	\$2,956,920,000.00				\$2,956,920,000.00	20865	\$2,503.80	\$381.36				\$2,122.44
7010043	Flashing Warning Light (Type B)	FED Ea/Da	7000	\$3,960.00	\$27,720,000.00				\$27,720,000.00	0	\$0.00	\$0.00				\$0.00
7010050	Steady-Burning Warning Light (Type C)	FED Ea/Da	185000	\$31,450.00	\$5,817,250,000.00				\$5,817,250,000.00	20441	\$3,474.97	\$818.55				\$2,656.42
7010055	Standard Intensity Reflective Sheeting, Small Sign (L	FED Ea/Da	66500	\$6,220.00	\$413,730,000.00				\$413,730,000.00	20455	\$2,454.60	\$287.26				\$2,167.32
7010060	Standard Intensity Reflective Sheeting, Large sign (1	FED Ea/Da	7000	\$1,680.00	\$11,760,000.00				\$11,760,000.00	1851	\$444.24	\$114.24				\$330.00
7010083	Portable Sign Stand (Spring Type)	FED Ea/Da	10500	\$5,985.00	\$628,425,000.00				\$628,425,000.00	1705	\$871.85	\$189.60				\$812.25
7010085	Portable Sign Stand, Small Sign (Less than 10 S.F.)	FED Ea/Da	63500	\$10,795.00	\$685,687,500.00				\$685,687,500.00	19172	\$3,259.24	\$400.18				\$2,859.06
7010069	Portable Sign Stand, Large Sign (10 S.F. or Larger)	FED Ea/Da	6300	\$3,591.00	\$22,623,300.00				\$22,623,300.00	2099	\$1,193.01	\$247.38				\$945.63
7010075	Flagging Services (Civilian)	FED HOUR	3000	\$94,920.00	\$284,760,000.00				\$284,760,000.00	72.5	\$2,293.90	\$13				\$1,882.56
7010077	Flagging Services (Uniformed Officer) (Off Duty)	FED HOUR	800	\$29,730.00	\$23,784,000.00				\$23,784,000.00	0	\$0.00	\$0.00				\$0.00
7010079	Official Police Vehicle (Off Duty)	FED HOUR	600	\$4,746.00	\$2,847,600.00				\$2,847,600.00	0	\$0.00	\$0.00				\$0.00
7040010	Pavement Marking (White Hot-Sprayed Thermoplasti	FED L.F.	600	\$12,976.88	\$7,786,132.80				\$7,786,132.80	0	\$0.00	\$0.00				\$0.00
7040020	Pavement Marking (Yellow Hot-Sprayed Thermoplasti	FED L.F.	46346	\$6,462.24	\$2,995,800,000.00				\$2,995,800,000.00	0	\$0.00	\$0.00				\$0.00
7040030	Pavement Marking (White Hot-Sprayed Thermoplasti	FED EACH	19508	\$3,479.96	\$67,870,000.00				\$67,870,000.00	0	\$0.00	\$0.00				\$0.00
7040050	Pavement Marking (White Hot-Sprayed Thermoplasti	FED EACH	44	\$508.44	\$22,365.36				\$22,365.36	0	\$0.00	\$0.00				\$0.00
7040060	Pavement Legend (White Hot-Sprayed Thermoplasti	FED EACH	3	\$1,581.80	\$4,745.40				\$4,745.40	0	\$0.00	\$0.00				\$0.00
7040090	Pavement Marking (Colored Pavement Marking)	FED S.F.	20	\$940.50	\$18,810.00				\$18,810.00	0	\$0.00	\$0.00				\$0.00
7040110	Pavement Marking (White Hot-Sprayed Thermoplasti	FED L.F.	57	\$3,636.04	\$207,714.23				\$207,714.23	0	\$0.00	\$0.00				\$0.00
7040120	Pavement Marking (Yellow Hot-Sprayed Thermoplasti	FED L.F.	7377	\$1,162.80	\$8,577,000.00				\$8,577,000.00	0	\$0.00	\$0.00				\$0.00
7050080	Pavement Legend, Preformed, Type I, Bike Lane Leg	FED EACH	1368	\$5,084.40	\$6,948,139.20				\$6,948,139.20	0	\$0.00	\$0.00				\$0.00
7060020	Pavement Marker, Reflective, (Type C, Clear, Red)	FED EACH	20	\$1,367.99	\$27,359.80				\$27,359.80	0	\$0.00	\$0.00				\$0.00
7060025	Pavement Marker, Reflective, (Type D, Yellow, Two-)	FED EACH	619	\$400.01	\$247,606.19				\$247,606.19	0	\$0.00	\$0.00				\$0.00
7060030	Pavement Marker, Reflective, (Type G, Clear, One-V)	FED EACH	181	\$580.07	\$105,992.67				\$105,992.67	0	\$0.00	\$0.00				\$0.00
7060035	Pavement Marker, Reflective, (Type H, Yellow, One-)	FED EACH	267	\$530.40	\$141,616.80				\$141,616.80	0	\$0.00	\$0.00				\$0.00
7060040	Pavement Marker, Reflective, (Type F, Blue, Two-W)	FED EACH	240	\$22.10	\$5,304.00				\$5,304.00	0	\$0.00	\$0.00				\$0.00
7060040	Pavement Marker, Reflective, (Type F, Blue, Two-W)	FED EACH	10	\$22.10	\$221.00				\$221.00	0	\$0.00	\$0.00				\$0.00
7080001	Pavement Marking Painted	FED L.F.	74569	\$8,205.89	\$613,950,000.00				\$613,950,000.00	0	\$0.00	\$0.00				\$0.00
7080010	Painted Pavement Symbol or Legend	FED EACH	87	\$1,474.65	\$128,094.55				\$128,094.55	0	\$0.00	\$0.00				\$0.00

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

CONTRACTOR: Select Development

PCDDT No. 41MRCLO

PAY ESTIMATE #13

Item No.	Description	Unit	Quantity	Unit Price	Total Price	Material	Installation	Subcontract	Other	Notes
7310005	Pole (Type A) (8')	FED EACH	1	\$598.82	\$598.82	0	0	0	0	\$0.00
7310010	Pole (Type A) (10')	FED EACH	8	\$4,971.36	\$39,770.88	0	0	0	0	\$0.00
7310030	Pole (Type G)	FED EACH	4	\$6,259.36	\$25,037.44	0	0	0	0	\$0.00
7310045	Pole (Type Q)	FED EACH	6	\$22,370.88	\$134,225.28	0	0	0	0	\$0.00
7310050	Pole (Type R)	FED EACH	4	\$20,992.48	\$83,969.92	0	0	0	0	\$0.00
7310080	Pole (Type 2B Street Light)	FED EACH	2	\$4,112.64	\$8,225.28	0	0	0	0	\$0.00
7310085	Post (Type I) (Pedestrian Push Button)	FED EACH	4	\$1,649.60	\$6,598.40	0	0	0	0	\$0.00
7310200	Pole Foundation (Type A)	FED EACH	9	\$2,186.28	\$19,676.52	0	0	0	0	\$0.00
7310215	Pole Foundation (Type G)	FED EACH	4	\$2,169.32	\$8,677.28	0	0	0	0	\$0.00
7310230	Pole Foundation (Type Q)	FED EACH	6	\$6,541.80	\$39,250.80	0	0	0	0	\$0.00
7310235	Pole Foundation (Type R)	FED EACH	4	\$4,361.20	\$17,444.80	0	0	0	0	\$0.00
7310240	Pole Foundation (Type 2A, 2B and 2C Street Light)	FED EACH	2	\$723.10	\$1,446.20	0	0	0	0	\$0.00
7310255	Post Foundation (Type 1) (Pedestrian Push Button)	FED EACH	4	\$971.68	\$3,886.72	0	0	0	0	\$0.00
7310350	Control Cabinet Foundation	FED EACH	2	\$711.82	\$1,423.64	0	0	0	0	\$0.00
7310375	Service Pedestal Cabinet Foundation	FED EACH	3	\$576.24	\$1,728.72	0	0	0	0	\$0.00
7310377	BBS Cabinet Foundation	FED EACH	1	\$468.89	\$468.89	0	0	0	0	\$0.00
7310410	Mast Arm (30 ft.) (Tapered)	FED EACH	2	\$2,350.08	\$4,700.16	0	0	0	0	\$0.00
7310420	Mast Arm (40 ft.) (Tapered)	FED EACH	2	\$3,807.58	\$7,615.16	0	0	0	0	\$0.00
7310425	Mast Arm (45 ft.) (Tapered)	FED EACH	2	\$3,988.36	\$7,976.72	0	0	0	0	\$0.00
7310435	Mast Arm (55 ft.) (Tapered)	FED EACH	2	\$5,886.48	\$11,772.96	0	0	0	0	\$0.00
7310535	Mast Arm (20 ft.) (Tapered) (Luminaire)	FED EACH	14	\$9,016.14	\$126,225.96	0	0	0	0	\$0.00
7320010	Electrical Conduit (1") (PVC)	FED L.F.	25	\$168.25	\$4,206.25	0	0	0	0	\$0.00
7320015	Electrical Conduit (1 1/2") (PVC)	FED L.F.	3125	\$13,406.25	\$41,887.81	0	0	0	0	\$0.00
7320020	Electrical Conduit (2") (PVC)	FED L.F.	520	\$3,983.60	\$2,072.32	0	0	0	0	\$0.00
7320021	Electrical Conduit (2") (PVC) (Second in Trench)	FED L.F.	200	\$920.00	\$184,000.00	0	0	0	0	\$0.00
7320025	Electrical Conduit (2 1/2") (PVC)	FED L.F.	245	\$2,491.65	\$610,455.75	0	0	0	0	\$0.00
7320030	Electrical Conduit (3") (PVC)	FED L.F.	1000	\$18,810.00	\$18,810,000.00	0	0	0	0	\$0.00
7320031	Electrical Conduit (3") (PVC) (Second in Trench)	FED L.F.	750	\$2,932.50	\$2,199,375.00	0	0	0	0	\$0.00
7320040	Electrical Conduit (4") (PVC)	FED L.F.	635	\$6,210.30	\$3,953,540.50	0	0	0	0	\$0.00
7320041	Electrical Conduit (4") (PVC) (Second in Trench)	FED L.F.	595	\$2,698.40	\$1,605,498.00	0	0	0	0	\$0.00
7320044	Electrical Conduit (4") (PVC) (Telecommunications)	FED L.F.	5288	\$45,406.74	\$240,000,000.00	0	0	0	0	\$0.00
7320062	Electrical Conduit (4") (PVC) (Concrete Encased)	FED L.F.	266	\$4,027.24	\$1,071,245.64	0	0	0	0	\$0.00
7320150	Tracer Wire	FED L.F.	5286	\$0.74	\$3,911.64	0	0	0	0	\$0.00
7320450	Pull Box (No. 3 1/2)	FED EACH	11	\$2,050.73	\$22,558.03	0	0	0	0	\$0.00
7320459	Pull Box (No. 5) (Polymer Concrete)	FED EACH	2	\$723.10	\$1,446.20	0	0	0	0	\$0.00
7320419	Pull Box (No. 7) (Polymer Concrete)	FED EACH	6	\$2,271.00	\$13,626.00	0	0	0	0	\$0.00
7320420	Pull Box (No. 7)	FED EACH	7	\$2,570.40	\$17,992.80	0	0	0	0	\$0.00
7320421	Pull Box (No. 7) (With Extension)	FED EACH	3	\$1,288.02	\$3,864.06	0	0	0	0	\$0.00
7320422	Pull Box (No. 7) (With Extension) (Polymer Concrete)	FED EACH	1	\$429.34	\$429.34	0	0	0	0	\$0.00

CONTRACTOR: Select Development

PCDDOT No.:4MRCLO

PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT

PAY ESTIMATE #13

Item No.	Description	FED	Unit	Quantity	Unit Price	Total Price	Estimate #13	Estimate #13	Estimate #13	Estimate #13
7320440	Pull Box (Fiber Optic)	FED	EACH	2	\$4,056.14	\$8,112.28	0	\$0.00	0	\$0.00
7320459	Vault (Fiber Optic)	FED	EACH	5	\$11,354.95	\$56,774.75	5	\$11,354.95	0	\$0.00
7320501	Conductors, Signal/Lighting (Intersection A)	FED	L.S.	1	\$9,869.17	\$9,869.17	0	\$0.00	0	\$0.00
7320602	Conductors, Signal/Lighting (Intersection B)	FED	L.S.	1	\$16,817.70	\$16,817.70	0	\$0.00	0	\$0.00
7320618	Conductor (No. 8) (Insulated)	FED	L.F.	1,940	\$0.67	\$1,303.80	0	\$0.00	0	\$0.00
7320620	Conductor (No. 10) (Insulated)	FED	L.F.	3,720	\$1,488.00	\$5,535.36	0	\$0.00	0	\$0.00
7320628	Conductor (No. 8) (Bare)	FED	L.F.	1,780	\$925.60	\$1,646.47	0	\$0.00	0	\$0.00
7320690	Ground Rod (3/4" Dia. X 10')	FED	EACH	4	\$180.80	\$723.20	0	\$0.00	0	\$0.00
7320800	Services Pedestal Cabinet	FED	EACH	1	\$1,734.31	\$1,734.31	0	\$0.00	0	\$0.00
7320811	Service Pedestal Cabinet (Intersection A)	FED	EACH	1	\$1,734.31	\$1,734.31	0	\$0.00	0	\$0.00
7320812	Service Pedestal Cabinet (Intersection B)	FED	EACH	1	\$2,135.41	\$2,135.41	0	\$0.00	0	\$0.00
7320820	Battery Back Up Power System	FED	EACH	1	\$4,609.76	\$4,609.76	0	\$0.00	0	\$0.00
7320888	Electrical Service Installation Fees Allowance	FED	U.S.D	1	\$2,500.00	\$2,500.00	0	\$0.00	0	\$0.00
7320890	Electrical Service Installation	FED	L.S.	1	\$514.08	\$514.08	0	\$0.00	0	\$0.00
7330045	Traffic Signal Face (Type F)	FED	EACH	28	\$12,486.12	\$349,591.36	0	\$0.00	0	\$0.00
7330050	Traffic Signal Face (Type Q)	FED	EACH	8	\$4,564.64	\$36,517.12	0	\$0.00	0	\$0.00
7330057	Traffic Signal Face (Type R)	FED	EACH	6	\$2,881.14	\$17,286.84	0	\$0.00	0	\$0.00
7330070	Traffic Signal Face (Type G)	FED	EACH	6	\$4,067.46	\$24,404.76	0	\$0.00	0	\$0.00
7330200	Traffic Signal Face (Pedestrian) (Main/Hand)	FED	EACH	16	\$5,423.36	\$86,773.76	0	\$0.00	0	\$0.00
7330305	Traffic Signal Mounting Assembly (Type II)	FED	EACH	10	\$1,016.90	\$10,169.00	0	\$0.00	0	\$0.00
7330315	Traffic Signal Mounting Assembly (Type IV)	FED	EACH	1	\$451.94	\$451.94	0	\$0.00	0	\$0.00
7330320	Traffic Signal Mounting Assembly (Type V)	FED	EACH	11	\$4,225.65	\$46,482.15	0	\$0.00	0	\$0.00
7330325	Traffic Signal Mounting Assembly (Type VI)	FED	EACH	8	\$3,751.12	\$30,008.96	0	\$0.00	0	\$0.00
7330330	Traffic Signal Mounting Assembly (Type VII)	FED	EACH	4	\$1,627.00	\$6,508.00	0	\$0.00	0	\$0.00
7330350	Traffic Signal Mounting Assembly (Type XI)	FED	EACH	8	\$1,310.64	\$10,485.12	0	\$0.00	0	\$0.00
7330355	Traffic Signal Mounting Assembly (Type A.B./O-3)	FED	EACH	10	\$2,711.70	\$27,117.00	0	\$0.00	0	\$0.00
7330500	Pre-Empty Beacon	FED	EACH	4	\$276.82	\$1,107.28	0	\$0.00	0	\$0.00
7330501	Relocate Pre-Empty Beacon	FED	EACH	1	\$80.39	\$80.39	0	\$0.00	0	\$0.00
7330510	Pre-Empty Sensor	FED	EACH	4	\$2,869.80	\$11,479.20	0	\$0.00	0	\$0.00
7330511	Relocate Pre-Empty Sensor	FED	EACH	4	\$361.56	\$1,446.24	0	\$0.00	0	\$0.00
7340041	Traffic Signal Controller Assembly (Type IV) (Intersec)	FED	EACH	1	\$29,466.28	\$29,466.28	0	\$0.00	0	\$0.00
7340042	Traffic Signal Controller Assembly (Type IV) (Intersec)	FED	EACH	1	\$22,054.52	\$22,054.52	0	\$0.00	0	\$0.00
7350002	Video Detection (Intersection A)	FED	EACH	1	\$29,195.12	\$29,195.12	0	\$0.00	0	\$0.00
7350100	Loop Detector (6' x 6')	FED	EACH	6	\$2,135.46	\$12,812.76	0	\$0.00	0	\$0.00
7350205	Loop Detector (6' x 50') (Quad)	FED	EACH	6	\$3,989.66	\$23,937.96	0	\$0.00	0	\$0.00
7350210	Loop Detector (6' x 70') (Quad)	FED	EACH	4	\$3,412.16	\$13,648.64	0	\$0.00	0	\$0.00
7350400	Pedestrian Push Button (2" ADA Button) (With Sign)	FED	EACH	16	\$5,875.20	\$94,003.20	0	\$0.00	0	\$0.00
7360030	Luminaires (Horizontal Mount) (HPS 250 Watt)	FED	EACH	8	\$305.06	\$2,440.48	0	\$0.00	0	\$0.00
7360040	Luminaires (Horizontal Mount) (HPS 400 Watt)	FED	EACH	8	\$367.20	\$2,937.60	0	\$0.00	0	\$0.00

CONTRACTOR: Select Development **PIMA COUNTY DEPARTMENT OF TRANSPORTATION AND FLOOD CONTROL DISTRICT**

PCDOT No.:4MRCLO

PAY ESTIMATE #13

Item #	Description	Unit	QTY	Unit Price	Total Price	Estimate #	Estimate #	Estimate #	Estimate #
7360160	Power Supply (Battery Backup)	FED EACH	1	\$5,321.56	\$5,321.56	1	\$5,321.56	0	\$0.00
7360190	Photo Electric Control	FED EACH	4	\$81.36	\$325.44	4	\$81.36	0	\$0.00
7370031	Maintain Existing Traffic Signals and Lighting (Interse Fed	L.S.	1	\$960.37	\$960.37	1	\$960.37	0	\$0.00
7370032	Maintain Existing Traffic Signals and Lighting (Interse Fed	L.S.	1	\$960.37	\$960.37	1	\$960.37	0	\$0.00
7370101	Temporary Traffic Signal (Intersection A)	FED L.S.	1	\$10,914.28	\$10,914.28	1	\$10,914.28	0	\$0.00
7370201	Remove & Salvage or Reinstall Electrical Equip & Cc Fed	L.S.	1	\$1,412.31	\$1,412.31	1	\$1,412.31	0	\$0.00
7370202	Remove & Salvage or Reinstall Electrical Equip & Cc Fed	L.S.	1	\$1,412.31	\$1,412.31	1	\$1,412.31	0	\$0.00
8050040	Granite Mulch	FED S.Y.	18,951	\$77,130.57	\$1,462,811.13	18,951	\$77,130.57	0	\$0.00
8050044	Seeding (Class II)	FED ACRE	5	\$14,123.05	\$70,615.25	5	\$14,123.05	0	\$0.00
8050009	Seeding (Class II) (2nd Application)	FED ACRE	5	\$11,863.35	\$59,316.75	5	\$11,863.35	0	\$0.00
8061005	Tree (15 Gallon)	FED EACH	121	\$9,569.89	\$1,157,946.57	121	\$9,569.89	0	\$0.00
8061009	Tree (24" Box)	FED EACH	35	\$7,118.30	\$249,140.55	35	\$7,118.30	0	\$0.00
8061013	Tree (36" Box)	FED EACH	16	\$9,038.88	\$144,622.13	16	\$9,038.88	0	\$0.00
8061019	Tree (48" Box)	FED EACH	6	\$5,423.28	\$32,539.68	6	\$5,423.28	0	\$0.00
8061090	Tree Staking	FED EACH	35	\$395.50	\$13,842.50	35	\$395.50	0	\$0.00
8061297	Shrub (Five Gallon) (Agency Provided)	FED EACH	473	\$4,275.92	\$2,022,500.04	473	\$4,275.92	0	\$0.00
8061299	Shrub (15 Gallon)	FED EACH	34	\$2,689.06	\$91,148.04	34	\$2,689.06	0	\$0.00
8061305	Succulent (Five Gallon)	FED EACH	205	\$6,949.50	\$1,423,547.50	205	\$6,949.50	0	\$0.00
8061602	Saguaro Cactus (1'-3')	FED EACH	10	\$1,129.90	\$11,299.00	10	\$1,129.90	0	\$0.00
8061603	Saguaro Cactus (4'-7')	FED EACH	8	\$1,830.36	\$14,642.88	8	\$1,830.36	0	\$0.00
8061604	Saguaro Cactus (8'-12')	FED EACH	5	\$3,050.60	\$15,253.00	5	\$3,050.60	0	\$0.00
8061610	Cactus (Agency Provided)	FED EACH	284	\$3,209.20	\$911,552.80	284	\$3,209.20	0	\$0.00
8061612	Barrel Cactus	FED EACH	246	\$8,339.40	\$2,051,496.40	246	\$8,339.40	0	\$0.00
8061655	Ocotillo (4'-6')	FED EACH	20	\$1,130.00	\$22,600.00	20	\$1,130.00	0	\$0.00
8061700	Landscape Pruning	FED HOUR	20	\$904.00	\$18,080.00	20	\$904.00	16	\$723.20
8061701	Browser Cages	FED EACH	35	\$593.25	\$20,763.75	35	\$593.25	0	\$0.00
8062015	15" Treepot (Agency Provided)	FED EACH	986	\$8,913.44	\$8,768,627.44	986	\$8,913.44	0	\$0.00
8062024	24" Treepot (Agency Provided)	FED EACH	246	\$2,779.80	\$683,830.80	246	\$2,779.80	0	\$0.00
8070001	Landscape Establishment	FED L.S.	1	\$12,337.88	\$12,337.88	1	\$12,337.88	0	\$0.00
8080001	Landscape Irrigation System	FED L.S.	1	\$152,603.24	\$152,603.24	1	\$152,603.24	0	\$0.00
8080011	Miscellaneous Landscape Work	FED U.S.D	75,000	\$75,000.00	\$5,625,000.00	75,000	\$75,000.00	0	\$0.00
8100001	AZPDES/NPDES (Original)	FED L.S.	1	\$28,246.05	\$28,246.05	1	\$28,246.05	0.4	\$11,298.42
8100005	Sediment Log (Discretionary)	FED L.F.	500	\$1,865.00	\$932,500.00	500	\$1,865.00	0	\$0.00
8100006	Sediment Wattle (Discretionary)	FED L.F.	900	\$1,323.00	\$1,190,700.00	900	\$1,323.00	0	\$0.00
8100012	AZPDES/NPDES Allowance (Modified)	FED U.S.D	50,000	\$50,000.00	\$2,500,000.00	50,000	\$50,000.00	0	\$0.00
9010001	Mobilization	FED L.S.	1	\$421,548.97	\$421,548.97	1	\$421,548.97	0	\$0.00
9080001	Concrete Curb (PC/COT Std. Dtl. 209) (Type 1)	FED L.F.	26,094	\$368,708.22	\$9,614,811.13	26,094	\$368,708.22	4426	\$62,539.38
9080006	Concrete Wedge Curb (PC/COT Std. Dtl. 209)	FED L.F.	200	\$3,164.00	\$632,800.00	200	\$3,164.00	40	\$632.80
9080030	Concrete Curb (C-05.10) (Type A)	FED L.F.	962	\$14,680.12	\$14,100,000.00	962	\$14,680.12	0	\$0.00



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).

Ms. Vivien Lattibeaudiere, Ph.D., Manager
Arizona Department of Transportation
November 5, 2014
Page 3 of 3

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

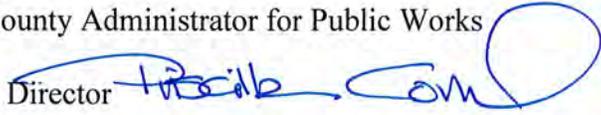
ATTACHMENT 7



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)

John M. Bernal, Deputy County Administrator for Public Works

La Cañada – PSOMAS Contract

November 12, 2014

Page 2

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 #100094 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.

This is an Official Copy of the Pima County Procurement Code

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

ASPHALT

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

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

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

INSURER A: Zurich American Ins. Co.
INSURER B: American Zurich Insurance Company
INSURER C: ACE American Insurance Company
INSURER D:
INSURER E:

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				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC AGG	\$
	GARAGE LIABILITY				AUTO ONLY:	\$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
	EXCESS LIABILITY				AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	DEDUCTIBLE					\$
	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	
	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: <i>Priscilla Edward</i>



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.

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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:

Lamin Valadez
Chair, Board of Supervisors

NOV 13 2012
Date

CONSULTANT:

[Signature]
Signature

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

10/25/12
Date

ATTEST:

Robin Bugode
Clerk of the Board

APPROVED AS TO FORM:

[Signature]
Deputy County Attorney

HAZ GILBERT
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	\$121.15	\$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
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
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Electrical Inspector III	\$64.38	\$79.21
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Electrical Inspector I	\$55.02	\$68.95
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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: 1200000000000028645

DO Version: 1

MA No: DNC000006

Page: 1 of 2

S H I P T O	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

B I L T O	PIMA COUNTY FINANCE & RISK MANAGEMENT - ACCOUNTS PAYABLE
	PO BOX 791
	TUCSON AZ 85701

V E N D O R	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
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Issued By: ANTHONY SCHIAVONE	Total: \$100,000.00
Issued Phone: 5207402827	FOB: FOB-Dest, Freight-Prepaid
Issued Email: Anthony.Schiavone@dot.pima.gov	Shipping: Vendor Method
Issued Date: 10-24-12	Delivery: STANDARD GROUND
DO Description Peomas La Canada: River to Ina 4LCCRI	
DO Extended Description	
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	4LCCRI La Canada Blvd to Ina Service Contract Amt (Not-To-Exceed) \$100000.00	\$100,000.00	
		Service From 11-25-2011	Service To 11-15-2012

PIMA COUNTY DEPARTMENT OF TRANSPORTATION		<table border="1"> <tr><td style="text-align: center;">CONTRACT</td></tr> <tr><td>NO. MA-PO-13000000000000209</td></tr> <tr><td>AMENDMENT NO. _____</td></tr> <tr><td><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></td></tr> </table>	CONTRACT	NO. MA-PO-13000000000000209	AMENDMENT NO. _____	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>
CONTRACT						
NO. MA-PO-13000000000000209						
AMENDMENT NO. _____						
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>						
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					

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

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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

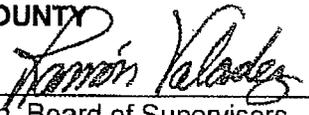
Pursuant to A.R.S. §§ 35-391.06 and 393.06, CONSULTANT hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by CONSULTANT may result in action up to and including termination of this contract.

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.

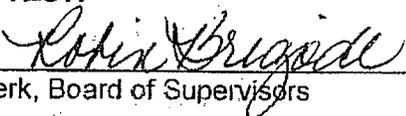
PIMA COUNTY



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

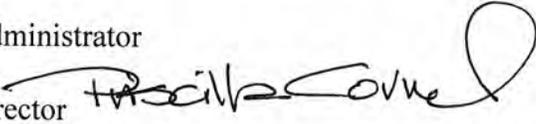
PSOMAS' INVOICE TOTALS FOR LA CANADA PROJECT

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

November 10, 2014

Page 2

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.

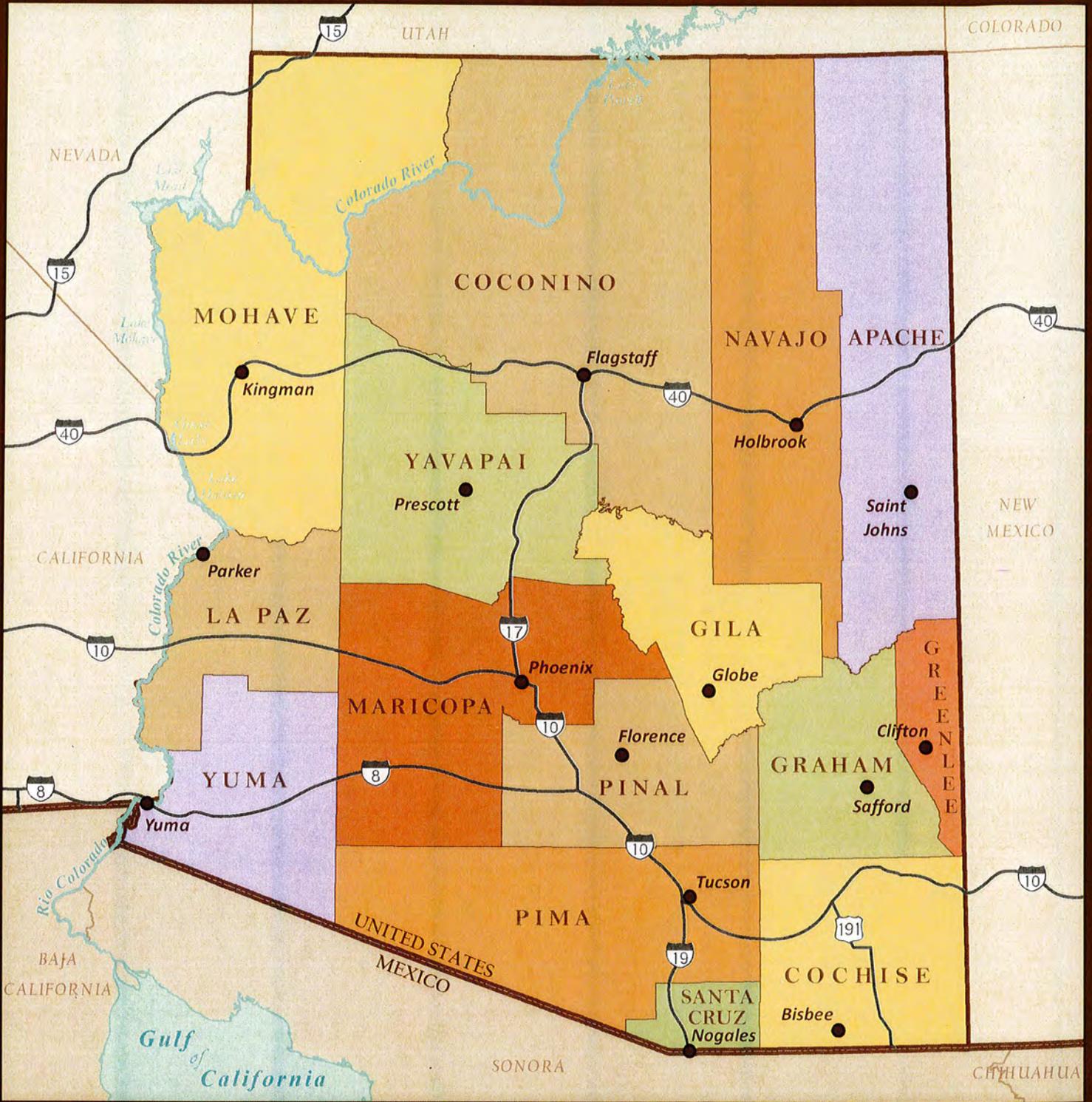
On the MCDOT website in a message from the (former) Director John B. Hauskins, he writes that: "MCDOT's efforts produce recognizable results - 88% of MCDOT's paved roads are rated 'Very Good to Excellent'." This achievement is a result of the fact that MCDOT has only 233 more miles of paved roads than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

PSC:dg

Attachment – Figure 1

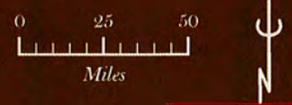
c: John M. Bernal, Deputy County Administrator
Ana Olivares, Deputy Director
Rick Ellis, Transportation Engineering Division Manager
Sal Caccavale, CIP Advocacy Manager

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

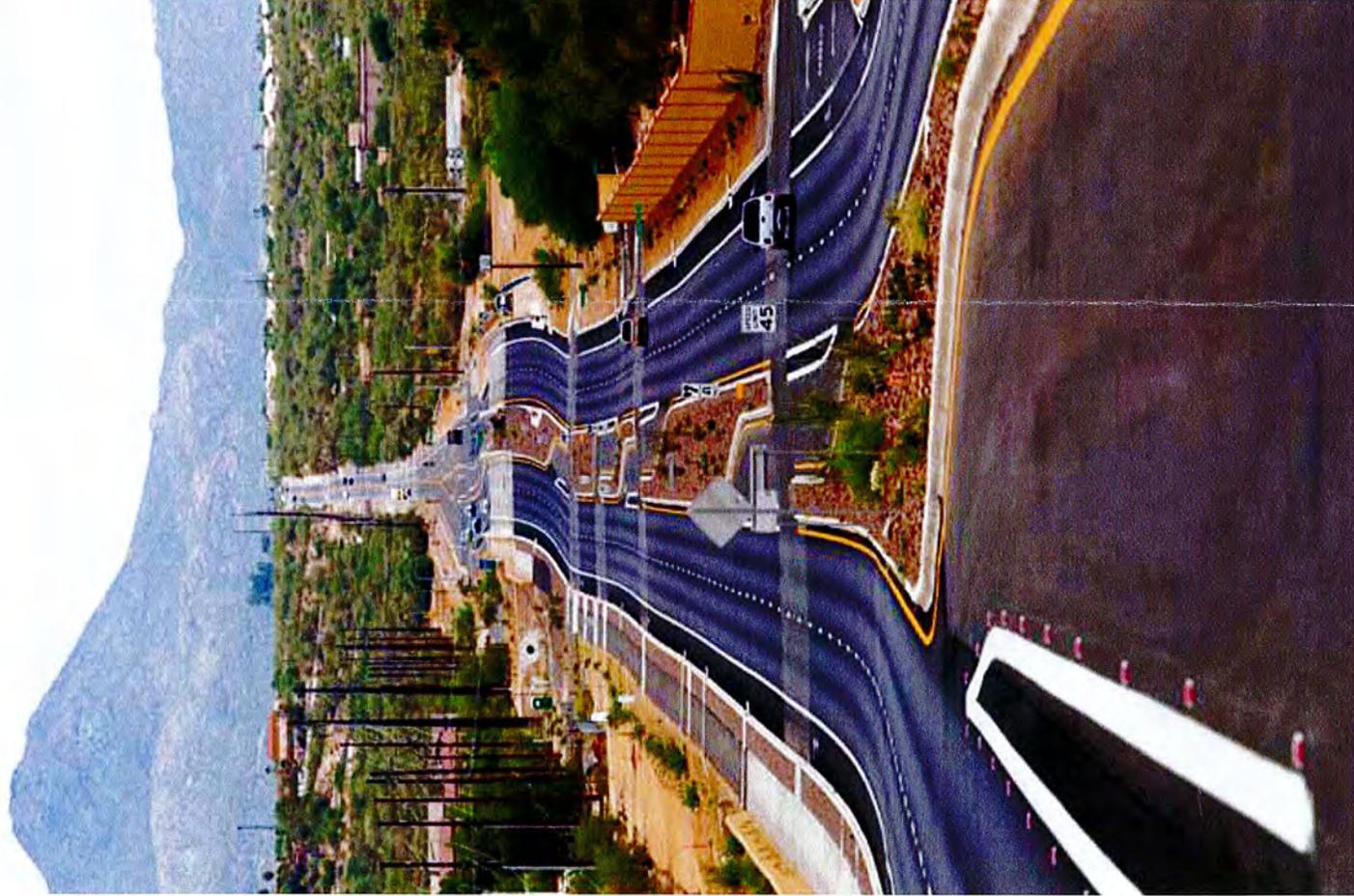


How should we fund Pima County's road maintenance?

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

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

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: USBTS

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

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/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