

September 15, 2015

Foothills Clusters Home Owners Association  
Attn: Aletha Kalish, FCHOA President

Re: FCHOA Street Repairs Proposal – Phase 1

Dear Ms. Kalish:

Per our meetings with the FCHOA streets committee on August 6, 2015 and September 10, 2015, Psomas was asked to prepare a proposal for the design phase of the neighborhood's proposed street improvement project. Our proposed work includes the preparation of a soils report with a cost benefit analysis technical memorandum that will compare several pavement options with maintenance included for a 30 year life span. It is my pleasure to provide a proposal to the FCHOA Board for the following scope of services:

- Psomas will employ consulting geotechnical engineers ConformaTECH as subconsultant to develop a soils report to become the basis of a pavement design. This task will take 20 working days. Working days means Monday through Friday; not including weekends.
  - This analysis is to determine the quality of the subgrade (the area beneath the existing pavement). Can the subgrade be reused? Or does something need to be done to maximize the subgrade's performance? These questions will be answered with this exploration.
  - Various alternative pavement sections for reconstruction of the existing streets will be developed. These alternatives will compare several depths of asphalt paving as well as different types of asphalt to be used; e.g., PAG 1, PAG2, PAG2 local.
  - ConformaTECH will drill 14 test borings by hollow stem auger method to a depth of approximately 3 feet below grade. Bulk soil samples from the borings will be used for soil classification.
  - Laboratory tests will be performed for engineering analysis. Those tests may include: moisture content, grain-size analysis and Atterberg limits.
  - Completion of an engineering analysis and report will include a site plan with the boring locations, lab test results, description of the soil profile

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encountered, pavement recommendations and earthwork compaction recommendations for the pavement subgrade.

- Psomas will provide a technical memorandum with conclusions and recommendations to the FCHOA streets committee. Once the soils report and pavement design is received it will take approximately one week to prepare and submit the memo to the FCHOA streets committee for review and approval.
  - This memo will compare various pavement options, analyzing the costs associated with each option over an assumed 30 year pavement life.
  - Options include:
    - Chip seal
    - Overlay on existing pavement
    - Mill and replace with full depth reconstruction and recompact millings as a subbase to proposed grades
    - Remove existing asphalt pavement to full depth, then recompact soil (subbase) to existing grades
    - Regular applications of fog seal to extend the life of pavement options
    - Green Asphalt
- Psomas will attend an informational neighborhood meeting, organized by FCHOA, on a time and materials basis.
- Psomas to consult with the FCHOA Board for final option selection, on a time and materials basis.

In our follow up meeting on September 15, I heard the reference made several times to applying a double chip seal to the road as an interim strategy to buy time as the neighborhood wrestles with this admittedly difficult and expensive decision. In my professional opinion if FCHOA is in need of a couple of years to gather the funding for the roads, you should do nothing to the roads during that period. A double chip seal on the current pavement would provide a minimal improvement in ride quality, but only for a very short period of time. Within a few months, the existing cracks in the pavement would relect through the chip seal and bring you back to where you are today, except that you would have spent considerable additional money.

Attached to this proposal you will find the staffing plan, Exhibit “A”, that supports the above-described services for the Engineering analysis and soils report. Psomas proposes to provide these services for the lump sum amount of \$16,950.00. As mentioned above,

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meetings with the neighborhood and with the Board are not included in that proposed fee, but would be performed on an hourly basis, at your direction. This proposal is subject to the terms and conditions in the attached Standard Provisions Exhibit “B”. This proposal will be in effect for a period of 30 days from this date. Please review the proposal and, if it is acceptable, return a copy to us as soon as possible. Our receipt of your signed copy will serve as our authorization to proceed with the project.

Working together with you, Psomas will provide individual attention, integrity and our commitment to a successful project.

If you have any questions or should further clarification be required, please call me at 520.237.6301 or email at [Heidi.Lasham@psomas.com](mailto:Heidi.Lasham@psomas.com). Thank you for the opportunity to be of service to the Foothills Clusters Homeowners Association.

Respectfully Submitted,

**P S O M A S**



Heidi A. Lasham PE, ENV SP  
Sr. Project Manager

cc: Tom McGovern

File

Attachment: Exhibits “A” and “B”

Accepted:

By: \_\_\_\_\_ Date: \_\_\_\_\_

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**EXHIBIT "A"**

**SCOPE OF SERVICES – FEE ESTIMATE**

**FCHOA Fee Estimate: Phase 1**

Name	Company	Hours	Hourly Rate	Mar-16	Apr-16	May-16	Totals
Tom McGovern (12 hours)	Psomas	12	\$225.00		\$2,700.00		\$2,700.00
Heidi Lasham (Memo Preparations 50 hours)	Psomas	50	\$135.00	\$6,750.00			\$6,750.00
Heidi Lasham (Attend and prep HOA mtg and Neighborhood mtg)	Psomas	T&M	\$135.00				\$0.00
Pavement Report (Lump Sum)	ConformaTECH	LS		\$7,500.00			\$7,500.00
<b>Totals:</b>				\$14,250.00	\$2,700.00	\$0.00	<b>\$16,950.00</b>

\*Note this estimate is based on a 40 hour work week with no OverTime included. Should Overtime be needed it will be billed at 1.5 times the hourly rate of the individual. Also this time frame can be adjusted to fit the needs of FCHOA.

**EXHIBIT “B”  
STANDARD PROVISIONS OF AGREEMENT BETWEEN  
CLIENT AND PSOMAS**

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1. Psomas agrees to use reasonable care and prudent professional judgement in its efforts to obtain desired rezoning actions, variances, permits, and/or waivers that may be requested by our clients from any governmental agency. However, Psomas cannot guarantee or warrant that such governmental authorization will be obtained and client acknowledges same by acceptance of the contract.
2. CLIENT agrees that the liability of Psomas, its agents and employees, in connection with services hereunder to the CLIENT and to all persons having contractual relationships with them, resulting from any negligent acts, errors and/or omissions of Psomas, its agents and/or employees, is limited to the total fees actually paid by the CLIENT to Psomas for services rendered by Psomas hereunder unless CLIENT makes prior arrangements in writing with Psomas.
3. CLIENT acknowledges that, although Psomas may be called upon to prepare an opinion of probable construction cost in the course of performing services under this Agreement, Psomas cannot guarantee the accuracy of any such opinion or that actual costs will not vary from such opinion of probable costs. CLIENT further acknowledges that Psomas has no control over actual costs of labor or materials; the competitive bidding process and procedures; or the financial or market conditions which may affect either the feasibility of the project, its actual cost, or its actual time of completion. CLIENT also agrees that the opinion of probable cost are for CLIENT'S use only and that Psomas shall have no obligation to third parties in connection with any such opinions.
4. In the event of any changes to or deviations from Psomas's plans, specifications or recommendations by CLIENT or persons other than Psomas, any and all liability against Psomas arising out of such changes is hereby waived and CLIENT assumes full responsibility for all consequences of any such changes or deviations.
5. The CLIENT agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including, without limitation, prosecution of work and the safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. CLIENT further agrees to defend, indemnify and hold Psomas harmless from any and all liability, real or alleged, in connection with the performance of work on the project.
6. Psomas shall not be responsible for damages or be in default or be deemed to be in default by reason of (A) delays in performance by reason of strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at established area wage rate, (B) delays caused by failure of CLIENT, or CLIENT's agents to furnish information or to approve or disapprove work promptly, (C) delays due to late or slow, or faulty performance by CLIENT, other contractors, or governmental agencies, or (D) other unavoidable delays or any causes beyond a reasonable control of Psomas. In the case of the happening of any such delay, the time within which Psomas shall be required to complete performance shall be automatically extended.
7. Owner agrees to indemnify and hold harmless Psomas for work performed by Psomas using information previously completed by CLIENT or their representative. These items include but are not limited to boundary surveys, topographic maps and technical studies.
8. Psomas's responsibility in performing this Agreement is limited solely to the scope of services to be performed by Psomas as expressly set forth in this Agreement, and Psomas, its agents and/or employees shall have no liability of any kind to CLIENT or to any construction contractor or subcontractor or any persons having contractual relationships with them for any acts, errors and/or omissions of Psomas, its agents and/or employees which are not within the scope of services to be performed by Psomas. Client further agrees that in no event shall Psomas be liable for consequential damages including, without limitation, damages for loss of use or loss of profits, going concern value, or injuries to reputation or goodwill.
9. Invoices will be submitted monthly, are due and payable upon receipt and are delinquent thirty (30) days after the invoice date. Accounts delinquent in excess of thirty (30) days will be assessed a late charge of 1.5% per month (18% per annum). All payments received will first be credited to payment of late charges and then to the principal balance unless other provisions to this Agreement are made.
10. CLIENT shall promptly review invoices and notify Psomas of any objection thereto. Absent such objection in writing within ten (10) calendar days of the date of the invoice, the amount of the invoice and all services covered thereby shall be deemed approved and accepted by CLIENT, and Psomas shall be unconditionally entitled to be paid said amount. CLIENT agrees that no deduction in Psomas's compensation shall be made on account of any dispute which may exist between Client, Contractor, Subcontractor, or any other person(s) involved in the project.
11. All governmental fees for filings, permits, plan reviews, etc. shall be paid by CLIENT prior to submittal. In the event any such fees are advanced by Psomas, said fees shall be reimbursed to Psomas within thirty (30) days.

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12. Reimbursable costs, all project related charges and expenses not specifically covered by the terms of the agreement, are extra and shall be reimbursed to Psomas at a five percent (5%) markup and shall include, but are not limited to, reproductions (bluelines, sepias, mylars, plotting, photocopies and photographs), postage and shipping, and long distance telephone calls.
13. Charges for the use of outside consultants and contractors, shall be reimbursed to Psomas at invoice cost plus a five percent (5%) markup.
14. Client meetings will be billed on a time and materials basis at our standard hourly rates.
15. Legal descriptions that may be required will be billed on a time and materials basis at our standard hourly rates.
16. Additional services requested by CLIENT shall be governed by the provisions of this Agreement. Such additional services shall be covered by either letter, memorandum, and/or Psomas Authorization for Additional Services form, which shall be signed by CLIENT and Psomas and which shall constitute an addendum to this Agreement.
17. Unless specified otherwise, the work covered by this Agreement shall be performed by Psomas as one continuous project. In the event the work is divided into phases by the CLIENT, Psomas shall not be limited to the original contract fee. The CLIENT shall have the option to have the work performed on a time and material basis or to negotiate a new fee.
18. In the event of a conflict or dispute as to the interpretation, application or implementation of this Agreement, either party shall have the right to submit the conflict or dispute to arbitration in accordance with the rules of the American Arbitration Association then in effect. Provided, however, that CLIENT's obligation to make any payment to Psomas for services rendered hereunder shall not be subject to arbitration if said obligation is set forth in a statement rendered by Psomas and if any such statement is not disputed in writing by CLIENT on the grounds that it involves an interpretation, application or implementation of this Agreement within ten (10) calendar days after it is rendered by Psomas. Should litigation be necessary to enforce any terms or provisions of this Agreement, then all litigation and collection expenses, witness fees, court costs, and attorney fees shall be paid to the prevailing party.
19. All sketches, drawings, tracings, computations, survey notes, electronic information and other original documents are and shall remain the property of Psomas, subject to the requirements of public agencies. Psomas will retain copies or appropriate equivalents of all project records for a period of 5 years after approval. After that time Psomas will discard all documents.
20. Psomas affirms that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin, because he/she is a disabled veteran or veteran of the Vietnam era or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. Further, this contract is covered by the Affirmative Action and Equal Employment Opportunity regulations as in 41 CFR 60-1.4, 60-250.4 and 60-741.4.

(Rev. 10/01/04)