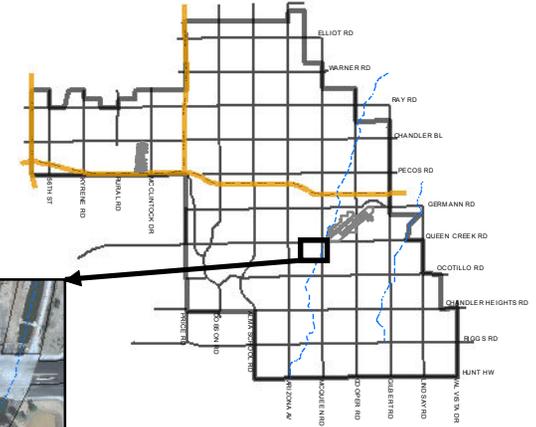




AIRPORT WATER RECLAMATION FACILITY EXPANSION PROJECT NO. WW1013-201



MEMO NO. CA12-038

 AIRPORT WRF





**PURCHASING ITEM
FOR
COUNCIL AGENDA
Memo No. CA12-038**

1. Agenda Item Number:

18

2. Council Meeting Date:
September 22, 2011

TO: MAYOR & COUNCIL

3. Date Prepared: September 7, 2011

THROUGH: CITY MANAGER

4. Requesting Department: Municipal Utilities

5. SUBJECT: Award an engineering design contract to Wilson Engineers, LLC for the Airport Water Reclamation Facility Expansion, Project No. WW1013-201, in an amount not to exceed \$5,981,340.

6. RECOMMENDATION: Staff recommends Council award an engineering design contract to Wilson Engineers, LLC for the Airport Water Reclamation Facility Expansion, Project No. WW1013-201, in an amount not to exceed \$5,981,340.

7. BACKGROUND/DISCUSSION: The Airport Water Reclamation Facility is located on Queen Creek Road, just west of McQueen Road. Staff identified the need for design and construction of new wastewater treatment capacity to accommodate Intel's plant expansion on South Dobson Road. Public information meetings will be held with residents neighboring the facility to discuss expansion and odor control. Construction will begin in 2012 and is expected to be completed in Spring 2014. The design scope includes:

- Preliminary evaluation of plant operations
- Development of construction documents
- Permitting through various governmental agencies
- Construction Manager at Risk coordination

Treatment capacity of the facility will increase from 15 million gallons per day (MGD) to a minimum of 20 MGD.

8. EVALUATION: The selection process was followed according to State law for design services. Three (3) Statements of Qualifications were received from qualified firms on August 2, 2011. The Selection Committee included the following members:

John Knudson, P.E., Utilities Engineering Manager
Joshua Plumb, P.E., Engineering Project Manager
Kim Neill, Utilities Operations Manager
John Pinkston, Wastewater Facilities Superintendent
John McNelis, Chandler resident

The committee held interviews and discussions with Wilson Engineers, LLC, Stantec Consulting, Inc., and CH2M Hill. Wilson Engineers, LLC was selected based on qualifications, design capability, current workload, and experience. Staff recommends approval of this contract.

9. FINANCIAL IMPLICATIONS:

Cost: \$5,981,340.
Savings: N/A
Long Term Costs: N/A

Fund Source:

<u>Acct. No.:</u>	<u>Fund Name:</u>	<u>Program Name:</u>	<u>CIP Funded:</u>	<u>Amount:</u>
615.3910.0000.6814.12S022	Wastewater Operations	Water Reclamation Facility Expansion	FY 11/12	5,981,340.

10. PROPOSED MOTION: Move Council award an engineering design contract to Wilson Engineers, LLC for the Airport Water Reclamation Facility Expansion, Project No. WW1013-201, in an amount not to exceed \$5,981,340., and authorize the Mayor to sign the contract documents.

ATTACHMENTS: Contract, Location Map

APPROVALS

11. Requesting Department


John Knudson, Utilities Engineering Manager

13. Department Head


Dave Siegel, Municipal Utilities Director

12. City Engineer


Sheina Hughes, City Engineer

14. City Manager


Rich Dlugas

DESIGN CONSULTANT SERVICES CONTRACT

PROJECT TITLE: **Water Reclamation Facility Permitting & Design**

PROJECT NO: **WW1013-201**

This Agreement is made and entered into by and between the City of Chandler, Arizona, a municipal Corporation, hereinafter called the CITY, and **Wilson Engineers, LLC, registered in the State of Arizona**, hereinafter called DESIGN CONSULTANT.

WHEREAS, DESIGN CONSULTANT represents DESIGN CONSULTANT has the expertise and is qualified to perform the services described in this Agreement; and

WHEREAS, the Mayor and City Council/City Manager of the City of Chandler are authorized and empowered by the provisions of the City Charter to execute Agreements for Professional Services;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the CITY and DESIGN CONSULTANT, as follows:

1. **DESCRIPTION OF PROJECT:** The Project known as the Water Reclamation Facility Permitting and Design is for a 7 million gallon per day (MGD) expansion of the Airport Water Reclamation Facility (WRF) located at 905 E Queen Creek Road, Chandler, Arizona. The Project is more specifically described in Exhibit A, attached hereto and incorporated herein by reference.

2. **DEFINITIONS:** Words used in this Agreement which are defined in CITY's General Conditions for Construction Contracts shall have the meaning stated therein. DESIGN CONSULTANT is the Project Designer as defined in said General Conditions.

3. **SCOPE OF WORK:** DESIGN CONSULTANT shall design the Project all as more specifically described in Exhibit A, A-1, A-2, A-3, and A-4 attached hereto and incorporated herein by reference.

4. **PAYMENT SCHEDULE:** For services described in paragraph 3 of this Agreement, the CITY shall pay DESIGN CONSULTANT a fee not to exceed a sum of **Five Million Nine Hundred Eighty One Thousand Three Hundred Forty** dollars (\$5,981,340) in accordance with the fee schedule attached hereto as Exhibit B and made a part hereof by reference. Payment will be made monthly on the basis of progress reports. An Application and Certification for Payment Sheet must be provided. In addition, the following must also be included with each application for payment: a clear, detailed invoice reflecting items being billed for; a summary sheet showing percentage of work completed to date; amount/percent billed to date; current status of all tasks within a project; and any/all backup documentation supporting the above items. Work schedule updates shall also be included in the monthly progress payment requests.

5. **PERIOD OF SERVICE:**

A. Following receipt of a "Notice to Proceed" with the design work, DESIGN CONSULTANT shall complete the design and have all documents ready for bidding within **Five Hundred Sixty (560)** calendar days of the date indicated on the Notice to Proceed.

B. The Bid and Award period will be approximately 45 days. Following the General Contractors "Notice To Proceed" with construction of the Project, DESIGN CONSULTANT shall perform the construction administration portion of this contract for approximately 45 days.

C. DESIGN CONSULTANT shall prepare and deliver to CITY record documents within 90 days of the date of receipt of the red line drawings from CITY.

D. DESIGN CONSULTANT shall complete all services specified herein in accordance with the Production Schedule and progress milestones included in Exhibit A attached herein. In the event delays are experienced beyond the control of DESIGN CONSULTANT, the completion date may be extended as mutually agreed upon by CITY and DESIGN CONSULTANT.

6. OPINIONS OF PROBABLE COSTS (ESTIMATES): Any opinions of probable project cost or probable construction cost provided by DESIGN CONSULTANT are made on the basis of information available to DESIGN CONSULTANT and on the basis of DESIGN CONSULTANT's experience and qualifications, and represents its best judgement as an experienced, licensed and qualified professional. However, since DESIGN CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, DESIGN CONSULTANT does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost DESIGN CONSULTANT prepares.

7. REPORTS & APPROVALS: All work shall be subject to the approval by CITY and each phase of the work will be submitted to CITY in accordance with schedule included in Exhibit A-3 and in the format prescribed by CITY. When requested by CITY, DESIGN CONSULTANT will attend Council meetings and provide finished documents including correspondence for Council action, supporting charts, graphs, drawings and colored slides of same.

8. STANDARDS OF PERFORMANCE:

A. This design contract has been awarded to DESIGN CONSULTANT based on their proposal that those personnel and consultants listed in Exhibit A-2 attached hereto will perform the portions of the work listed on said Exhibit A. DESIGN CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

B. DESIGN CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CITY shall not be responsible for discovering deficiencies therein. DESIGN CONSULTANT shall correct any such deficiencies without additional compensation or cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

C. DESIGN CONSULTANT shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. DESIGN CONSULTANT shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's General and Supplementary Conditions for Construction Contracts, the plans and specifications prepared by DESIGN CONSULTANT, any standard details or specifications incorporated therein by reference, and the Construction Contract.

D. Correction of Mistakes: DESIGN CONSULTANT shall be responsible for the completeness and accuracy of the work prepared or compiled under DESIGN CONSULTANT's obligation for this project and shall correct, at DESIGN CONSULTANT's expense, all errors or omissions therein which may be disclosed. Correction of errors disclosed and determined to exist during any construction of the project on architectural or engineering drawings and specifications shall be accomplished by DESIGN

CONSULTANT. The cost of the design necessary to correct those errors attributable to DESIGN CONSULTANT and any damage incurred by CITY as a result of additional construction costs caused by such engineering or architectural errors shall be chargeable to DESIGN CONSULTANT and shall not be considered a cost of the Work. The fact that CITY has reviewed or approved DESIGN CONSULTANT's work shall in no way relieve DESIGN CONSULTANT of any of its responsibilities.

9. INDEMNIFICATION

(a) For Professional Liability:

To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature related to, arising out of, or alleged to have resulted from the errors, mistakes or omissions relating to professional services by DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors in the performance of this Contract or of any other person for whose errors, mistakes or omissions DESIGN CONSULTANT may be legally liable. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC (other than DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

(b) For all Other Liabilities, Hazards and Exposures:

To the fullest extent permitted by law, DESIGN CONSULTANT shall defend, indemnify and hold harmless the City of Chandler, its agents, representatives, officers, directors, officials and employees, individually and collectively, (hereinafter CoC) from and against all losses, claims, damages, suits, actions, payments, judgments, demands, expenses, and costs, including but not limited to, attorney's fees, defense costs, court costs, and the cost of appellate proceedings, or actions of any kind and nature, wages or overtime compensation due employees in rendering service under this Contract and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, related to, arising out of, or alleged to have resulted from the actions of DESIGN CONSULTANT and alleged to have been caused in whole or in part by any act or omission of DESIGN CONSULTANT, anyone directly or indirectly employed by them or anyone for whose acts DESIGN CONSULTANT may be legally liable, and from any claims or amounts arising or recovered under Workers' Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of DESIGN CONSULTANT, its agents, employees or representatives to fulfill DESIGN CONSULTANT'S obligations under this Contract. This indemnity shall not be construed to include losses, claims, damages, suits, or actions of any kind and nature, to the extent arising from or alleged to have resulted from the errors, mistakes or omissions of CoC, (other than DESIGN CONSULTANT, its employees, agents, or any tier of subcontractors). The provisions of this paragraph shall survive termination of this Contract.

(c) Consequential Damages:

The parties intend that damages and/or costs and all other terms implying an amount tied to liability shall include consequential damages and loss of productivity limited to the total value of this contract in dollars as payable by the City of Chandler or twice the amount of aggregate insurance required by this Contract, whichever is greater.

(d) Insurance does not limit liability:

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

10. INSURANCE REQUIREMENTS

10.1 General Requirements:

- A DESIGN CONSULTANT, at its own expense, shall purchase and maintain insurance of the types and amounts required in this section, with companies possessing a current A.M. Best, Inc. rating of B++6, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY.
- B With the exception of professional liability policies, policies written on a "Claims made" basis are not acceptable without written permission from the City's Risk Manager.
- C All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of CITY, constitute a material breach of this Agreement and may result in termination of this contract.
- D If any of the insurance policies are not renewed prior to expiration, payments to the DESIGN CONSULTANT may be withheld until these requirements have been met, or at the option of the City, the City may pay the Renewal Premium and withhold such payments from any monies due the DESIGN CONSULTANT.
- E All insurance policies, except Workers' Compensation and Professional Liability required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- F DESIGN CONSULTANT's insurance shall be primary insurance over any insurance available to the CITY and as to any claims resulting from this contract, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- G The insurance policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, officers, directors, officials and employees for any claims arising out of DESIGN CONSULTANT's acts, errors, mistakes, omissions, work or service.
- H The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be assumed by and be for the account of, and at the sole risk of DESIGN CONSULTANT. DESIGN CONSULTANT shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. CITY, at its option, may require DESIGN CONSULTANT to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit. Self-insured retentions (SIR) in excess of \$25,000 will only be accepted with the permission of the Management Services Director/designee.

- I All policies and certificates shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to CITY.
- J Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the DESIGN CONSULTANT with reasonable promptness in accordance with the DESIGN CONSULTANT's information and belief.
- K In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the DESIGN CONSULTANT until such time as the DESIGN CONSULTANT shall furnish such additional security covering such claims as may be determined by the CITY.

10.2 Proof of Insurance - Certificates of Insurance

- A Prior to commencing work or services under this Agreement, DESIGN CONSULTANT shall furnish to CITY Certificates of Insurance, issued by DESIGN CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the City's Risk Management Division approval of such Certificates.
- B If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the City of Chandler five (5) days prior to the expiration date.
- C All Certificates of Insurance shall identify the policies in effect on behalf of DESIGN CONSULTANT, their policy period(s), and limits of liability. Each Certificate shall include the job site and project number and title. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the contract documents. Information required to be on the certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance company.
- D CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. CITY shall not be obligated, however, to review same or to advise DESIGN CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve DESIGN CONSULTANT from, or be deemed a waiver of CITY's right to insist on, strict fulfillment of DESIGN CONSULTANT's obligations under this Agreement.

10.3 Required Coverage

Such insurance shall protect DESIGN CONSULTANT from claims set forth below which may arise out of or result from the operations of DESIGN CONSULTANT under this Contract and for which DESIGN CONSULTANT may be legally liable, whether such operations be by the DESIGN CONSULTANT or by a Sub-consultant or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG00011093 or equivalent thereof, including but not limited to severability of interest and waiver of subrogation clauses.

- A Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;

- B Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- C Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- D Claims for damages insured by usual personal injury liability coverage;
- E Claims for damages, other than to Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- F Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; Coverage will be at least as broad as Insurance Service Office, Inc., coverage Code "I" "any auto" policy form CA00011293 or equivalent thereof.
- G Claims for bodily injury or property damage arising out of completed operations;
- H Claims involving contractual liability insurance applicable to the Contractor's obligations under the Indemnification Agreement;
- I Claims for injury or damages in connection with one's professional services;
- J Claims involving construction projects while they are in progress. Such insurance shall include coverage for loading and off loading hazards. If any hazardous material, as defined by any local, state or federal authorities are to be transported, MCS 90 endorsement shall be included.

10.3.1 Commercial General Liability - Minimum Coverage Limits:

The Commercial General Liability insurance required herein shall be written for not less than \$1,000,000 limits of liability or ten percent (10%) of the Contract Price, whichever coverage is greater. Any combination between general liability and excess general liability alone amounting to a minimum of \$1,000,000 per occurrence (or 10% per occurrence) and an aggregate of \$2,000,000 (or 20% whichever is greater) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services, Inc's (ISO) Additional Insured, Form B, CG 20101001, and shall include coverage for DESIGN CONSULTANT's operations and products, and completed operations.

10.3.2 General Liability - Minimum Coverage Limits

The General Liability insurance required herein, including, Comprehensive Form, Premises-Operations, Explosion and Collapse, Underground Hazard, Products/Completed Operations, Contractual Insurance, Broad Form Property Damage, Independent Contractors, and Personal Injury shall be written for Bodily Injury and Property Damage Combined shall be written for not less than \$1,000,000 or 10% of the contract cost and with a \$2,000,000 aggregate.

10.3.3 Automobile Liability

DESIGN CONSULTANT shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of the DESIGN CONSULTANT's work. Coverage shall be at least as broad as coverage code 1, "any auto",

(Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards if hazardous substances, materials or wastes are to be transported and a MCS 90 endorsement shall be included with coverage limits of \$5,000,000 per accident for bodily injury and property damage.

10.3.4 Worker's Compensation and Employer's Liability:

DESIGN CONSULTANT shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over DESIGN CONSULTANT's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease coverage for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, DESIGN CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of DESIGN CONSULTANT.

10.3.5 Professional Liability:

DESIGN CONSULTANT shall maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by DESIGN CONSULTANT, or any person employed by DESIGN CONSULTANT, with a claims made policy limit of not less than \$1,000,000.

11. ALTERNATE DISPUTE RESOLUTION

11.1 Alternative Dispute Resolution. The parties hereby agree that there shall be a sixty (60) day moratorium on litigation commencing on the day that a claim is filed by CONTRACTOR pursuant to A.R.S. § 12-821.01 during which time the parties will negotiate in good faith to resolve the dispute and evaluate the viability of pursuing alternative dispute resolution procedures such as mediation and arbitration.

11.2 Arizona Law. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11.3 Jurisdiction and Venue. The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.

11.4 Fees and Costs. Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.

12. AMENDMENTS: Whenever a change in the Scope of Work contemplated in this Agreement is determined to be necessary, the work will be performed in accordance with this Agreement provided, however, that BEFORE such work is started, an Amendment shall be executed by CITY and DESIGN CONSULTANT. Additions to, modifications of, or deletions from the project provided herein may be made and the compensation to be paid to DESIGN CONSULTANT may be adjusted accordingly by mutual agreement of the contracting parties. It is agreed that no claim for extra work by DESIGN CONSULTANT will be allowed by CITY except as provided herein, nor shall DESIGN

CONSULTANT do any work not covered by this Agreement unless such work is authorized through an executed amendment.

13. TERMINATION WITHOUT CAUSE: CITY may at any time and for any or no reason, at its convenience, terminate this Agreement or any part of the services to be rendered pursuant thereto by ten (10) day written notice to DESIGN CONSULTANT specifying the termination date. Immediately after receiving such notice, DESIGN CONSULTANT shall discontinue advancing the work under this Agreement and shall deliver to CITY all drawings, notes, calculations, sketches and other materials entirely or partially completed, together with all unused materials supplied by CITY.

DESIGN CONSULTANT shall receive as compensation in full for services performed to date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of DESIGN CONSULTANT(S) fee described in this Agreement under paragraph 4 and shall be in an amount to be agreed mutually by DESIGN CONSULTANT and CITY. CITY shall make this final payment within sixty (60) days after DESIGN CONSULTANT has delivered the last of the partially completed items.

14. TERMINATION WITH CAUSE

This Agreement may be terminated by CITY for cause should the DESIGN CONSULTANT fail to perform any provision of this Agreement, including without limitation, for any of the following reasons:

- (a) DESIGN CONSULTANT abandons Work;
- (b) DESIGN CONSULTANT assigns or attempts to assign its rights or obligations under this Agreement or any part thereof to any third-party (without the prior written consent of CITY);
- (c) DESIGN CONSULTANT is adjudged bankrupt or insolvent, makes a general assignment for the benefit of creditors, has a trustee or receiver appointed for its property, or files a petition to take advantage of any debtor's act;
- (d) DESIGN CONSULTANT fails or refuses to perform any obligation under the Agreement, or fails to remedy such nonperformance within seven (7) days after its occurrence;
- (e) DESIGN CONSULTANT fails to comply with any applicable Laws and fails to remedy such nonperformance within seven (7) days after its occurrence;
- (f) DESIGN CONSULTANT fails to achieve the required dates for performance required pursuant to the Agreement.

The CITY'S right of termination for cause as set forth herein shall be in addition to, and not a limitation of, any and all other remedies available to CITY at law, in equity, or under the terms and provisions of this Agreement.

15. OWNERSHIP OF DOCUMENTS: All documents, including, but not limited to, preliminary designs, tracings, drawings, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Agreement are to be, and shall remain the property of CITY. DESIGN CONSULTANT shall furnish CITY, upon its request, originals or reproducible copies of technical specifications and copies of all other documents listed above. DESIGN CONSULTANT shall endorse, by his professional seal, all plans and engineering data furnished by it.

16. RE-USE OF DOCUMENTS: The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for this specific project and are not intended nor represented by DESIGN CONSULTANT to be suitable for re-use for any other project. Any reuse without written verification or adaptation by DESIGN CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to DESIGN CONSULTANT.

17. NO KICK-BACK CERTIFICATION: DESIGN CONSULTANT warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the DESIGN CONSULTANT firm.

For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

18. CONFLICT OF INTEREST: DESIGN CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement.

Pursuant to A.R.S. Section 38-511, CITY may cancel this Agreement within three (3) years after its execution, without penalty or further obligation by CITY if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of CITY is, at any time while this Agreement is in effect, an employee of any other party to this Agreement in any capacity, or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

19. CONTROLLING LAW: The laws of the State of Arizona shall govern this agreement.

20. REQUIRED COMPLIANCE WITH ARIZONA PROCUREMENT LAW

Compliance with A.R.S. § 41-4401. Pursuant to the provisions of A.R.S. § 41-4401, the Design Consultant hereby warrants to the City that the Design Consultant and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Design Consultant Immigration Warranty").

A breach of the Design Consultant Immigration Warranty (Exhibit C) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.

The City retains the legal right to inspect the papers of any Design Consultant or Subcontractor employee who works on this Contract to ensure that the Design Consultant or Subcontractor is complying with the Design Consultant Immigration Warranty. The Design Consultant agrees to assist the City in the conduct of any such inspections.

The City may, at its sole discretion, conduct random verifications of the employment records of the Design Consultant and any Subcontractors to ensure compliance with Design Consultants Immigration Warranty. The Design Consultant agrees to assist the City in performing any such random verifications.

The provisions of this Article must be included in any contract the Design Consultant enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Design Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

In accordance with A.R.S. §35-393.06, the Design Consultant hereby certifies that the offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Design Consultant hereby certifies that the offeror does not have scrutinized business operations in Sudan.

21. **NO ASSIGNMENT:** DESIGN CONSULTANT shall not assign, transfer, convey or subcontract this Agreement or the services to be rendered pursuant thereto without the prior written consent of CITY.

22. **NOTICES:** Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this day of 2011.

CITY OF CHANDLER

DESIGN CONSULTANT

MAYOR Date

By: Steve Tall
Title: PRINCIPAL

ADDRESS FOR NOTICE
City of Chandler
P.O. Box 4008, Mail Stop 407
Chandler, AZ 85244-4008
480-782-3307

ADDRESS FOR NOTICE
9633 S 48th St Suite 290
Phoenix, AZ 85044
Phone: 480-893-8960
Fax: 480-893-8968

APPROVED AS TO FORM:

ATTEST: If Corporation

City Attorney by [Signature]

Secretary

ATTEST:

City Clerk SEAL

EXHIBIT A

This project is for Water Reclamation Facility Permitting and Design Services. The City desires to expand the Airport Water Reclamation Facility (WRF) to accommodate additional flows from a large industrial customer. The additional treatment capacity required is 7 MGD. The project involves multiple phases including preliminary design, detailed design, permitting (including an interim rerating of the Airport WRF). Construction related services for the project will be provided as part of a separate scope. It is anticipated that the project construction will be accomplished in phases to accommodate the required completion schedule. The scope of services for this phase is identified in the following paragraphs.

TASK 1.0 PRELIMINARY DESIGN / INTERIM RERATING

Subtask 1.1 Preliminary Evaluation Items.

Prior to preparation of the preliminary design report for submission to the Arizona Department of Environmental Quality (ADEQ), the following items shall be evaluated.

Subtask 1.1.1 Reclaimed Water Storage: Prior to the expansion of the Airport WRF to 10 MGD Capacity, no reclaimed water storage was available to provide a buffer for the City's reclaimed water distribution system. Currently, 10 MG of storage capacity is available through the covered storage reservoirs. In order to meet the criteria required by ADEQ, the City may need to add additional storage on site. As part of this task, the DESIGN CONSULTANT shall conduct a reclaimed water flow balance and recommend sizing of a new reservoir(s) at the Airport WRF site.

Subtask 1.1.2 Ocotillo WRF Evaluation: The character of the additional flows from the industrial customer will have impact on the Airport WRF and Ocotillo WRF. As part of this task, the DESIGN CONSULTANT shall evaluate the impact on the Ocotillo WRF. The evaluation shall include reviewing the current Ocotillo WRF process (specifically the IMLR pumping rate and anoxic zone size evaluation). It has been determined that a supplemental carbon source is necessary for the stable operation of the Ocotillo WRF. As part of this subtask, the DESIGN CONSULTANT shall design a carbon source feed at the Ocotillo WRF. The City may decide to pursue additional detailed design items at a later date after completion of the evaluation phase.

Subtask 1.2 Interim Rerating. The DESIGN CONSULTANT shall assist the City in obtaining an interim rerating of the Airport WRF. The reclamation facility currently has a maximum month capacity of 15 MGD. Interim rerating is anticipated to bring the capacity to 17 or 17.5 MGD. The following subtasks identify the work that shall be conducted to obtain a rerating.

Stress Test: Prepare a stress test protocol for the Airport WRF to obtain data required for a capacity evaluation. The City will conduct the stress testing as defined in the protocol and obtain the required data. The DESIGN CONSULTANT shall assist the City during the stress testing phase. It is anticipated that the stress testing will take about two weeks. The DESIGN CONSULTANT shall further assist the City in following tasks:

Assist the City during stress testing period with any process questions and/or protocol implementation questions. Tabulate and evaluate the data received from the Airport WRF. Prepare a draft report summarizing the data and also evaluate each unit process for capacity expansion purposes. The report will include a preliminary evaluation of the capacity expansion. The capacity evaluation report will include recommendations for each unit process. The report will include a preliminary list of equipment

and/or modifications required for capacity expansion. At this time, it is anticipated that no unit process modification is necessary for an interim rerating of the facility.

Interim rerating will require approval from the MCESD and ADEQ. After completion of stress the testing and preparation of capacity evaluation report, the DESIGN CONSULTANT shall submit these reports to the MCESD. The DESIGN CONSULTANT shall also prepare and submit an application for a major amendment to the Aquifer Protection Permit (APP) to get approval from ADEQ for rerating of the facility.

Subtask 1.2 Draft Preliminary Design Report. Six (6) copies of the draft report shall be submitted to the City and MCESD for review. The purpose of the report is to document the engineering design basis for the facilities to be constructed as a part of this project so that a complete APP Permit Application can be submitted to ADEQ. The report shall meet the requirements set forth in the Arizona Revised Statute R19-9-B202A for obtaining an APP. This statute requires the following to be included in the report:

1. Wastewater Characterization
2. Method of Disposal
3. BADCT Demonstration
4. Description of normal operation
- 5a. Operation and Maintenance Plan
- 5b. Contingency and Emergency Operation Plan
6. Construction Management Controls
7. System Start Up Plan
8. Site Diagram for Setbacks
9. Engineers Certification

Subtask 1.3 Final Design Report. Incorporate comments received from the City and MCESD on the Draft Design Report and submit six (6) copies of the Final Design Report.

Subtask 1.3 Geotechnical Report. Geotechnical investigation reports for last three projects shall be utilized for the design of the expansion project. However, additional investigation is anticipated for new structures at the Airport WRF. After the completion of the geotechnical investigation, DESIGN CONSULTANT shall submit a report with recommendations for the design of new structures and trench backfill requirements.

Subtask 1.4 Drainage Report. The DESIGN CONSULTANT shall update the current drainage report following requirements outlined by the City of Chandler. DESIGN CONSULTANT shall submit the drainage report to the City for review and approval.

Task 2.0 ADEQ PERMITTING

Subtask 2.1 ADEQ Pre-Application Meeting. The DESIGN CONSULTANT shall arrange for and attend a pre-application meeting with ADEQ. As part of this subtask, the DESIGN CONSULTANT shall preliminarily outline the Detailed Design Report contents to discuss with ADEQ. Also, the DESIGN CONSULTANT shall prepare and distribute minutes of the pre-application meeting.

Subtask 2.2 APP Application. The DESIGN CONSULTANT shall provide services to complete the APP Application and to submit the appropriate package (consisting of the Detailed Design Report and a completed application) to ADEQ for the Airport WRF.

Subtask 2.4 ADEQ Coordination. The DESIGN CONSULTANT shall monitor the status of each permitting process, provide additional requested information, and review and comment on the draft permits. This task includes providing all necessary information typically required by ADEQ in order for them to issue the permits.

Task 3.0 CONSTRUCTION DOCUMENTS

The purpose of this Task is to define the level of engineering design services to be provided for the preparation of Construction Documents for the capacity expansion of the Airport WRF. The detailed design for the project shall be completed in multiple packages. At this time, it is anticipated that at least three packages are required for this purpose. The first package shall include an excavation and structural design of major treatment basins. The second package shall include the majority of the remaining structures, partial process-mechanical drawings, and long lead equipment items. The final package shall include the remaining items such as electrical, instrumentation, process mechanical, grading and drainage, and yard piping facilities to complete project design. The following subtasks identify detailed design elements for the project.

Subtask 3.1 Preparation of 60% Plans. Prepare preliminary (60%) construction documents including plans, and table of contents for specifications. The plans shall incorporate the comments received on the Design Report submittal and comments received throughout the preliminary design.

Subtask 3.1.1 Package 1 60% Plans: For Package 1, the 60% submittal shall include the following detailed design areas:

- Civil: Site plan, partial grading, and partial yard piping
- Aeration Basins Plan and Sections
- Secondary Clarifiers Plan and Sections
- RAS/WAS Pump Station Plan and Sections
- Structural, partial process/mechanical, partial electrical drawings for processes identified above shall be included in this submittal.

DESIGN CONSULTANT shall submit six (6) copies of the plans and specifications for review to the City.

DESIGN CONSULTANT shall conduct a follow up design workshop to discuss any comments received from the City.

Subtask 3.1.2 Package 2 60% Plans: For Package 2, the 60% submittal shall include the following detailed design areas:

- Civil: Site plan, partial grading, and partial yard piping
- Influent Pump Station modifications Plan and Sections
- Selector Basins modifications Plan and Sections
- Aeration Basins Plan and Sections
- Secondary Clarifiers Plan and Sections
- Flocculation and Filter Basins Plan and Sections
- Chlorine Contact Basins Plan and Sections
- Effluent Pump Station Plan and Sections
- Blower Building Plan and Sections
- Sludge Holding Tank Plan and Sections
- Thickening Building Plan and Sections
- Dewatering Building Plan and Sections

- Complete Structural, portions of process/mechanical, and portions of electrical drawings for processes identified above shall be complete shall be included in this submittal.
- Electrical and Instrumentation: Long lead items and conduit coordination with process mechanical drawings.

DESIGN CONSULTANT shall submit six (6) copies of the plans and specifications for review to the City.

DESIGN CONSULTANT shall conduct a follow up design workshop to discuss any comments received from the City.

Subtask 3.1.3 Package 3 60% Plans: Package 3 design drawings will include the remaining processes including process/mechanical, architectural, HVAC, and electrical drawings. Electrical design drawings shall include power supply requirements, motor control center, service entrance section, control descriptions, lighting, outlets, intrusion alarm, stand by power with automatic transfer switch, remote telemetry system, and instrumentation.

DESIGN CONSULTANT shall submit six (6) copies of the plans and specifications for review to the City.

DESIGN CONSULTANT shall conduct a follow up design workshop to discuss any comments received from the City.

Subtask 3.2 Preparation of 90% Plans and Specifications (Agency Review Set). Prepare preliminary (90%) construction documents including plans, and specifications for the Airport WRF Expansion. The plans shall incorporate the comments received on the Design Report / 30% submittal and comments received from 60% drawings. Three packages of 90% set of drawings shall be completed as described below.

Subtask 3.2.1 Package 1 90% Plans: For Package 1, the 90% submittal shall include the following detailed design areas:

- Civil: Site plan, partial grading, and yard piping
- Aeration Basins Plan and Sections
- Secondary Clarifiers Plan and Sections
- RAS/WAS Pump Station Plan and Sections
- Structural, partial process/mechanical for processes identified above shall be included in this submittal.

DESIGN CONSULTANT shall submit six (6) copies of the plans and specifications for review to the City.

DESIGN CONSULTANT shall conduct a follow up design workshop to discuss any comments received from the City.

Subtask 3.1.2 Package 2 90% Plans: For Package 2, the 90% submittal shall include the following detailed design areas:

- Civil: Site plan, partial grading, and yard piping
- Influent Pump Station modifications Plan and Sections
- Selector Basins modifications Plan and Sections
- Aeration Basins Plan and Sections
- Secondary Clarifiers Plan and Sections
- Flocculation and Filter Basins Plan and Sections
- Chlorine Contact Basins Plan and Sections
- Effluent Pump Station Plan and Sections
- Blower Building Plan and Sections

- Sludge Holding Tank Plan and Sections
- Thickening Building Plan and Sections
- Dewatering Building Plan and Sections
- Complete Structural, portions of process/mechanical, and portions of electrical drawings for processes identified above shall be complete shall be included in this submittal.
- Electrical and Instrumentation: Long lead items and conduit coordination with process mechanical drawings.

DESIGN CONSULTANT shall submit six (6) copies of the plans and specifications for review to the City.

DESIGN CONSULTANT shall conduct a follow up design workshop to discuss any comments received from the City.

Subtask 3.2.3 Package 3 90% Plans: Package 3 design drawings will include all remaining processes including process/mechanical, architectural, HVAC, and electrical drawings. Electrical design drawings shall include power supply requirements, motor control center, service entrance section, control descriptions, lighting, outlets, intrusion alarm, stand by power with automatic transfer switch, remote telemetry system, and instrumentation.

DESIGN CONSULTANT shall submit six (6) copies of the plans and specifications for review to the City.

DESIGN CONSULTANT shall conduct a follow up design workshop to discuss any comments received from the City.

Subtask 3.3 Preparation of Final Plans and Specifications. The final 100% plans and specifications shall be prepared incorporating the City's and Maricopa County's comments. One (1) reproducible set of plans and specifications shall be prepared to produce bid sets. Final plans shall be prepared for all three packages as described below.

Subtask 3.3.1 Package 1 Final Plans: For Package 1, the final submittal shall include the following detailed design areas:

- Civil: Site plan, partial grading, and yard piping
- Aeration Basins Plan and Sections
- Secondary Clarifiers Plan and Sections
- RAS/WAS Pump Station Plan and Sections
- Structural, partial process/mechanical for processes identified above shall be included in this submittal.

Subtask 3.3.2 Package 2 Final Plans: For Package 2, the 90% submittal shall include the following detailed design areas:

- Civil: Site plan, partial grading, and yard piping
- Influent Pump Station modifications Plan and Sections
- Selector Basins modifications Plan and Sections
- Aeration Basins Plan and Sections
- Secondary Clarifiers Plan and Sections
- Flocculation and Filter Basins Plan and Sections
- Chlorine Contact Basins Plan and Sections
- Effluent Pump Station Plan and Sections
- Blower Building Plan and Sections

- Sludge Holding Tank Plan and Sections
- Thickening Building Plan and Sections
- Dewatering Building Plan and Sections
- Complete Structural, portions of process/mechanical, and portions of electrical drawings for processes identified above shall be complete shall be included in this submittal.
- Electrical and Instrumentation: Long lead items and conduit coordination with process mechanical drawings.

Subtask 3.3.3 Package 3 Final Plans: Package 3 design drawings will include all remaining processes including process/mechanical, architectural, HVAC, and electrical drawings. Electrical design drawings shall include power supply requirements, motor control center, service entrance section, control descriptions, lighting, outlets, intrusion alarm, stand by power with automatic transfer switch, remote telemetry system, and instrumentation.

Task 4.0 MCESD / CITY PERMITTING

Subtask 4.1 Maricopa County Environmental Services Department Approval to Construct (ATC).

The DESIGN CONSULTANT shall prepare the ATC application and submit the appropriate paperwork (consisting of Agency Review Plans, Specifications, and Design Report) for the Airport WRF to the MCESD. Also, the DESIGN CONSULTANT shall meet with MCESD staff twice to discuss the Airport WRF Expansion project and address any questions or comments.

Subtask 4.1.1 Package 1 ATC: The DESIGN CONSULTANT shall prepare the ATC application and obtain the approval from the MCESD for Package 1 design.

Subtask 4.1.2 Package 2 ATC: The DESIGN CONSULTANT shall prepare the ATC application and obtain the approval from the MCESD for Package 2 design.

Subtask 4.1.3 Package 3 ATC: The DESIGN CONSULTANT shall prepare the ATC application and obtain the approval from the MCESD for final design package.

A. Subtask 4.2 City Permitting

4.2.1 Building Permit. The DESIGN CONSULTANT shall complete the Building Permit application and related requirements (i.e. Hazardous Materials Inventory Statement, etc.) and submit four copies (4) of the Agency Review Plans and Specifications to the City Development Services Department for approval. The DESIGN CONSULTANT shall submit three separate packages to the City's Building Department and obtain separate approvals for each package.

4.2.2 Grading and Drainage Permit. The DESIGN CONSULTANT shall complete the Grading and Drainage Permit Application and submit four copies (4) of the Agency Review Plans to the City Development Services Department. The DESIGN CONSULTANT shall also provide additional information as requested by the City.

TASK 5.0 CM AT RISK COORDINATION

It is the City's intent to contract for construction services using the Construction Manager at Risk project delivery method. The CM at Risk will be contracted to provide design phase services and then during construction will provide all services required of a general contractor. The relationship between the CM at Risk and the DESIGN CONSULTANT is intended to be collaborative and proactive, both participating as advisors to the City during the design phase. The City wants to incorporate a contractor's

perspective and input to the Project planning and design decisions and have the ability to select certain components of the Project for construction prior to full completion of design.

Design Phase services by the CM at Risk will include:

- Provide a cost model to confirm budgets and guide design decisions;
- Provide detailed independent cost estimating based on current market conditions;
- Provide a construction management plan and schedule;
- Provide alternate systems evaluation and constructability studies;
- Provide long-lead procurement studies and initiate procurement of long-lead items;
- Assist in the permitting process;
- Provide procurement services for selection of subcontractors and suppliers;
- Prepare the Guaranteed Maximum Price (GMP) for construction;

Subtask 5.1 DESIGN CONSULTANT's Coordination with CM at Risk:

The DESIGN CONSULTANT's effort to coordinate with the CM at Risk shall consist of:

- Solicit CM at Risk input during design development as appropriate;
- Provide information for cost estimating;
- Provide input to construction management plan and schedule;
- Provide assistance with long-lead procurement activities;
- Evaluate alternative systems suggested by CM at Risk;
- Respond to constructability review comments;
- Attend subcontractor pre-selection meetings conducted by CM at Risk;
- Prepare addenda as required;
- Assist and review during GMP development;
- Perform GMP proposal review and prepare recommendation to City;
- Assist City with review of the subcontractor/supplier bid and selection process.

The City intends to issue multiple GMPs to the CM at Risk Contractor to proceed with early construction of certain project features before the full project design is complete and request a GMP for that portion of the work. The DESIGN CONSULTANT shall assist the City with above task for all three GMP packages.

Specific services not included in this Scope are as follows:

- Design of Recharge or Reuse Facilities. It is understood that the City shall pursue increasing the recharge/reuse facilities capacity as separate projects.
- Off-site improvements to sewer, water, or reclaimed water infrastructure.

EXHIBIT A-1

DETAILED DESCRIPTION OF CITY'S CONCEPT

This Project is for the expansion of the Airport Water Reclamation Facility to accommodate additional flows from a large industrial customer. The additional treatment capacity required is 7 MGD. The project involves multiple phases including preliminary design, detailed design, permitting (including an interim rerating of the Airport WRF). It is anticipated that the project construction will be accomplished in phases to accommodate the required completion schedule.

**EXHIBIT A-2
DESIGN TEAM AND THEIR ASSIGNMENTS**

Design Consultant's design team and their assignments are as follows:

Name

Role

Wilson Engineers

Steve Todd	Project Principal
Uday Gandhe	Project Manager
Mike Johnson	Offsite Project Coordination
Ed McCurdy	QA/QC Review
Phil Noonan	QA/QC Review
Sreeram Rengaraj	Lead Project Engineer
Dan Booker	Project Engineer
Jorge Navarro	Project Engineer
Sri Yamani	Project Engineer
Mathew Adams	Project Engineer
Damien Tonnelle	Project Engineer
Ted Stayton	Design Engineer
Mike Churchill	Electrical Engineer
Shayne McGibboney	Instrumentation Designer
Richard Villareal	Designer
Geoff Leek	Designer
Kam Casey	Drafter

Carollo Engineers

Dave Sobeck	Project Principal
Charles Pagaduan	Electrical Engineer
Jeff Alband	Architectural Designer
Harry Rice	HVAC Designer
NSB	
Sateesh Nabar	Structural Engineer
Tim Wong	Structural Engineer

**EXHIBIT A-3
PRODUCTION SCHEDULE**

TASK		Oct '11	Jan '12	Apr '12	Jul '12	Oct '12	Jan '13	Apr '13	Jul '13	Oct '13	Jan '14	Apr '14	Jul '14
1.1	PRELIMINARY DESIGN												
1.2	PACKAGE 1 - EXCAVATION / CONCRETE STRUCTURES												
1.3	PACKAGE 2 - LONG LEAD PROCUREMENT ITEMS / REMAINING STRUCTURES												
1.4	PACKAGE 3 - MECHANICAL / ELECTRICAL / SITE WORK												
2.1	CONSTRUCTION												
2.2	STARTUP / TESTING / COMMISSIONING												
2.3	SUBSTANTIAL COMPLETION												
2.4	FINAL COMPLETION												

EXHIBIT A-4

QUALITY CONTROL PLAN

Throughout the design phase of the project, the DESIGN CONSULTANT shall attend monthly meetings with the City for an update on the project schedule and status. After each project milestone, the DESIGN CONSULTANT shall conduct a workshop to review the submittal and obtain comments from the City. The DESIGN CONSULTANT shall address all comments from the City including operations staff. In addition to comments from the City, the DESIGN CONSULTANT shall obtain comments from the CMAR Contractor related to constructability and value engineering and address them accordingly. The DESIGN CONSULTANT shall assist the City in conducting any project related public meetings.

The DESIGN CONSULTANT shall also have an internal quality control plan for the Project. The quality control plan shall include a peer review process for the preliminary and detailed design work completed at each phase of the project. The DESIGN CONSULTANT shall also constitute an in-house constructability review of the design by the construction administration staff.

EXHIBIT B FEE SCHEDULE

I. LABOR SUMMARY

TASK No.	TASK DESCRIPTION	Staff Hours								TOTAL HOURS	Wilson Labor COST
		Principal E-7 \$ 195	Sr Project Manager E-6 \$ 180	Project Manager E-5 \$ 160	Project Engineer E-4 \$ 125	Design Engineer E-3 \$ 105	Senior Designer D-4 \$ 125	CADD Tech T-3 \$ 70	Clerical A-3 \$ 65		
Task 1.0 - Preliminary Design/Interim Rating											
1.1	Preliminary Evaluation Items										
1.1.1	Reclaimed Water Storage Ocotillo WRF Evaluation and Chemical Feed	8	8	8	40	80	80	80	16	320	\$ 34,240
1.1.2	Facility Design	8	40	80	108	96	72	120	40	564	\$ 64,340
1.2	Interim Rating	8	40	80	240	120	240	40	80	848	\$ 101,360
1.3	Draft Preliminary Design Report	40	80	180	800	800	400	600	200	3100	\$ 338,200
1.4	Final Design Report	12	32	96	320	400	120	160	120	1260	\$ 138,300
Subtotal - Design Development		76	200	444	1608	1496	912	960	496	6092	\$ 676,440
Task 2.0 - ADEQ Permitting											
2.1	Pre-Application Meeting	0	4	4	16	16	16	4	4	64	\$ 7,540
2.2	APP Application	8	16	24	60	80	40	80	40	348	\$ 37,140
2.3	ADEQ Coordination	8	80	80	80	80	80	80	40	528	\$ 64,560
Subtotal - ADEQ Permitting		16	100	108	166	176	136	164	84	940	\$ 109,240
Task 3.0 - Contract Document Preparation											
3.1	60% Construction Documents										
3.1.1	Package 1 60% Construction Documents	16	120	480	1080	800	640	480	80	3696	\$ 434,520
3.1.2	Package 2 60% Construction Documents	16	160	640	1800	1600	880	920	160	6176	\$ 705,720
3.1.3	Package 3 60% Construction Documents	16	80	400	580	800	480	620	40	3016	\$ 340,020
3.2	90% Construction Documents										
3.2.1	Package 1 90% Construction Documents	24	120	800	1200	1200	960	1200	120	5624	\$ 634,080
3.2.2	Package 2 90% Construction Documents	24	180	1200	2000	2200	1600	1800	240	9044	\$ 1,025,680
3.2.3	Package 3 90% Construction Documents	24	80	800	960	800	880	800	120	4264	\$ 486,880
3.3	Final Submittal										
3.3.1	Package 1 Final Drawings	12	80	400	600	600	400	320	120	2532	\$ 294,940
3.3.2	Package 2 Final Drawings	12	80	880	720	720	680	600	320	4012	\$ 462,140
3.3.3	Package 3 Final Drawings	12	40	400	600	480	380	420	160	2492	\$ 282,240
Subtotal - Final Design		168	940	6800	9640	9200	6900	6960	1360	40856	\$ 4,666,220
Task 4.0 - MCESD/City Permitting											
4.1	MCESD Approval to Construct										
4.1.1	Package 1 ATC Permit	2	8	24	40	24	8	4	2	112	\$ 14,360
4.1.2	Package 2 ATC Permit	0	4	32	48	32	8	4	4	132	\$ 16,420
4.1.3	Package 3 ATC Permit	0	4	16	24	16	8	4	2	74	\$ 9,210
4.2	Building Permit	2	2	8	16	24	16	4	4	76	\$ 9,010
4.3	Grading and Drainage Permit	0	2	8	16	24	16	4	4	74	\$ 8,620
Subtotal - Preliminary Design		4	20	88	144	120	68	20	16	488	\$ 49,000
Task 5.0 - CMAR Coordination											
5.0	CMAR Coordination	24	160	240	400	400	120	80	40	1464	\$ 184,680
Subtotal - CMAR Coordination		24	160	240	400	400	120	80	40	1360	\$ 184,680
Subtotal - Labor Summary		260	1320	6572	11592	11216	7884	8020	1912	48776	\$ 5,676,340

II. Other Direct Costs

Task No(s)	Expense Description	Unit	Total Units	Cost/Unit	Total
1.2	Surveying Services (Allowance)	LS	1	\$ 25,000	\$ 25,000
1.3	Landscaping Design (Allowance)	LS	1	\$ 15,000	\$ 15,000
2.0	Structural Engineering Services	LS	1	\$250,000	\$250,000
2.0	Geotechnical Services (Allowance)	LS	1	\$ 15,000	\$ 15,000
2.0	KC Environmental (Allowance)	LS	1	\$ 75,000	\$ 75,000
3.1	Maricopa County ESD and ADEQ Fees	LS	1	\$ 25,000	\$ 25,000
Subtotal - Other Direct Costs					\$ 406,000

III. TOTAL FEE PROPOSAL

I	LABOR SUMMARY	\$	5,676,340
II	OTHER DIRECT COSTS	\$	406,000
III	TOTAL FEE	\$	5,981,340

EXHIBIT C

Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

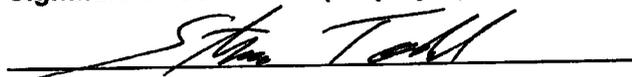
By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Project Number/Division: WW1013-201		
Name (as listed in the contract):		
Street Name and Number:		
City:	State:	Zip Code:

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees; and
3. The contractor has identified all contractor and subcontractor employees who perform work under the contract and has verified compliance with Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Steve Todd

Title: Principal

Date (month/day/year): 9/14/2011